The Solicitors' Journal

and Weekly Reporter.

LONDON, JULY 4, 1908.

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All letters intended for publication must be authenticated by the name of the writer.

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Honours to Solicitors.

THE BIRTHDAY Honours List announces the conferring of a baronetcy on Mr. ROBERT WILLIAM PERKS, M.P. Although his name does not appear in the *Law List* for the present year, Mr. PERKS was admitted in 1875, and was, as is well known, formerly a partner with Sir H. H. FOWLER in the London firm of Fowler, Perks, & Co. We think we are right in saying that the only other baronet solicitor is Sir G. H. LEWIS. Mr. EDWARD HENRY FRASER, D.C.L., who has been knighted, was admitted in 1872, and is the head of the firm of Fraser & Son, solicitors, of Nottingham. He is a member of the Council of the Incorporated Law Society.

Other Legal Honours.

AMONG THE other legal honours the most interesting is the baronetcy conferred on Mr. C. M. WARMINGTON, K.C., whose retirement from advocacy, after nearly forty years' practice, occurred in the early part of the present year. Most lawyers believe that, at any time during the last twenty years, he would have made an excellent judge, but somehow or other—either from reluctance on his part to accept the position offered or otherwise—he has been denied the opportunity of shewing his qualities on the bench. Sir J. F. LEESE, K.C., M.P., Recorder of Manchester, has also been created a baronet, and Mr. PERCY BUNTING, barrister-at-law, has been knighted.

The Lord Chancellor.

THE RUMOUR of the impending retirement of the Lord Chancellor, which was prevalent before, and at the time of, the reconstruction of the present Cabinet, was a few days ago suddenly revived by the Parliamentary correspondent of the *Times* in the cautious form of a statement that it might be put "in the category of rumours which are not necessarily idle"; and he proceeded to say that in the event of Lord LOREBURN'S retirement, it was expected that Mr. HALDANE would succeed to the Woolsack. The rumour was next day officially denied, and was also discredited by Mr. HALDANE in a speech delivered by him; but the *Times'* correspondent does not withdraw his statement, which he explains to have meant that "there is more behind the current rumour than is usual in the case of such rumours." If there is anything "behind the rumour," it is not obvious to the ordinary observer, and most lawyers, whatever their politics, will hope and believe that there is no truth in the rumour.

The New Rules under the Companies Acts.

We print elsewhere a scale of fees and a set of rules with regard to registration of mortgages and otherwise which have been issued under the Companies Acts, 1862 to 1907. Section 10 of the Act of 1907 requires the registration of certain mortgages and charges created by a company after the commencement of the Act, as well as debentures, and sections 11 and 12 require the registration of the appointment of a receiver or manager, and of particulars of the total amount outstanding at the commencement of the Act of the company's debts secured by mortgages and charges, which would require registration if created after the Act. The scale prescribes the fees for registering these matters, making a distinction according as the security does or does not exceed £200. The new rules prescribe the mode in which copies of securities created abroad are to be verified, and the time within which notices of alterations affecting companies abroad are to be filed under section 35 of the Act of 1907.

The Right of Support as Between Overlying and Underlying Minerals.

The tendency of recent mining cases has been to affirm the right of a surface owner to support from underlying mines, unless on the grant or other severance of the mines from the surface he has been clearly deprived of such right; and the right will not be lost merely because the mining lease or other instrument severing the minerals from the surface gives a right to compensation for injury due to the working of the minerals. "I cannot see," said Lord Davey in *New Sharleston Collieries Co.* v. *Earl of Westmorland* (82 L. T. 725), "why a covenant providing a particular measure or mode of obtaining compensation is in any way inconsistent with the existence of an obligation not to let down the surface, even though that covenant extends beyond the surface, and is applicable also—or even exclusively, I should say—to underground operations." And the rules for ascertaining whether the surface owner has been deprived of his right to support were discussed again in the House of Lords in *Butterknowle Colliery Co.* v. *Bishop Auckland Co-operative Society* (1906, A. C. 305). Lord Macnaghten summed up the authorities by saying that in all cases where there has been a severance in title of upper and lower strata "the surface owner is entitled of common right to support for his property in its natural position, and in its natural condition without interference or disturbance by or in consequence of mining operations, unless such interference or disturbance is authorized by the instrument of severance either in express terms or by necessary implication." In the recent case of *Butterley Co.* v. *New Hucknall Colliery Co.* (*Times*, 22nd ult.), this principle was applied by Neville, J., as between the lessees under the same lessors of an upper and a lower seam of coal. The lease of the upper seam to the plaintiff company was first in date, and the lessors thereby reserved the right to work the lower seam on indemnifying the lessees of the upper seam against physical damage. The defendants, who were subsequently the lessees of the lower seam, claimed that under this reservation they were not bound to leave support for the upper seam, but Neville, J., following the principle of the above cases, rejected this claim. The "physical damage" referred to did not necessarily refer to damage by subsidence, while, if it did, the provision for compensation did not take away the *primâ facie* right to support for the upper seam which arose upon its severance in title from the lower seam.

The Police Report.

After two years' labour, the Report of the Royal Commission upon the Metropolitan Police has been issued, and we hope hereafter to notice it in some detail. General satisfaction will, we believe, be felt at the nature of the report. It is favourable to the police to quite a remarkable extent. There are a number of persons in existence, worthy and well meaning persons very often, who never lose an opportunity of finding fault with the police. Some of these go so far as to interfere with constables in the exercise of their duties, whenever, with imperfect knowledge of the facts, they imagine the constables to be acting in excess of their powers. Such persons (together with the criminal classes) will probably be disappointed with the unanimous opinion of the commissioners, that "(1) We think the discipline of the force is well maintained; (2) the general arrangements for the maintenance of order and for the prevention of offences in the streets, and for the apprehension and punishment of offenders are excellent, and are carried out almost invariably in a thoroughly satisfactory manner; (3) the Metropolitan police force is entitled to the confidence of all classes of the community." Most persons will probably be intensely relieved and satisfied with these conclusions. There are over 17,000 men in the Metropolitan police force, and it is quite impossible but that some out of so large a number should fall short of the high standard of excellence which characterizes the average constable. The black sheep, however, seem to be remarkably few. Some isolated cases of bribery have been established, both by prostitutes and by bookmakers, but there seems to be no proof that any widespread or organized system of bribery exists or has existed. The commissioners are unanimously of opinion that there is no ground whatever for inferring that wrongful arrests are frequent or that the police are often guilty of unnecessary violence in effecting arrests. The sobriety of the force is spoken of in terms of the highest praise. Probably the most interesting suggestion made in the report is that a special officer, possessing the necessary legal qualifications, should be appointed to act for the Chief Commissioner in the investigation of all charges made by members of the public against constables, where such charges do not amount to charges of crime. Students of constitutional law will see in this suggestion a faint image of that *droit administratif* so familiar on the continent of Europe.

Compulsory Working of Patents in the United Kingdom.

There is a considerable fluttering in German dovecots in reference to the provisions of the 27th section of the Patents and Designs Act, 1907, which provides for the revocation of patents by an application to the Comptroller "on the ground that the patented article or process is manufactured or carried on exclusively or mainly outside the United Kingdom." The section also provides that the application must be "not less than four years after the date of a patent, and not less than one year after the passing of this Act." As the Act was passed on the 28th of August, 1907, the period of grace expires on the 28th of August of this year. The German grievances are twofold. First, it is said that the section ought not to have been enacted, and should be repealed. Secondly, it is said that the period of grace is too short, and ought to be extended. As to the first point, it was long felt to be intolerable that a foreigner should be allowed to take out a patent here, and so secure the control of the English market, while working the patent abroad and not spending a penny here in wages or otherwise. The attempts to diminish this evil by the provisions as to compulsory licences in the Patents, &c., Act, 1883, as amended by the third section of the Patents Act, 1902, having proved abortive, section 27 was inserted in the Act of last year. This was done advisedly and in response to considerable pressure by influential portions of the commercial community, so that the repeal of the section is not to be thought of. As to the other point, various foreign firms and companies are, we understand, taking steps to establish factories in this country. In ordinary cases a year appears to us ample time for the process, and it should be remembered that the year in question is not a hard-and-fast time limit. The Comptroller has power, on an application for revocation under the section, not to make an absolute order for revocation, but, when the patentee gives "satisfactory reasons" why the article or process has not been manufactured or carried on to an adequate extent in the United Kingdom, to make an order *nisi*, *i.e.*, an order for revocation after a reasonable interval (to be specified in the order) unless in the meantime it is shewn to his satisfaction that the patented article or process is being manufactured or carried on within the United Kingdom to an adequate extent. Nor is this all. If within the time limited in such an order the patented article or process is not manufactured or carried on within the United Kingdom to an adequate extent, but the patentee gives "satisfactory reasons" why it is not, the Comptroller may extend the time for a further period not exceeding twelve months. These provisions are amply sufficient to prevent any injustice being

done to a foreigner who has been unavoidably prevented from starting to manufacture his patented article, or carry on his patented process, in the United Kingdom within the year of grace, and therefore we see no reason why that period should be enlarged.

Banks and Unclaimed Balances.

Mr. Bottomley's Banks (Unclaimed Balances) Bill provides that, after the 15th of January next, every corporation or person carrying on the business of a banker shall make a return in the prescribed form of all moneys remaining in their possession which have lain dormant for six years and upwards, and of all securities in the shape of scrip, shares, mortgages, plate, jewellery, or other valuables which have lain in their possession for a similar period, the property of persons who during that period have in no way operated in their accounts. The theory of the Bill is that, owing to death, removals abroad, and the carelessness of testators in not disclosing the details of their banking accounts, vast sums and securities have become accumulated in the possession of various banks, and that this mass of wealth remains dormant and unproductive. The second clause of the Bill provides that after a given date the whole of these securities shall be handed over to the department of the Public Trustee. Mr. Bottomley gave some curious instances of unclaimed balances. One of these was that of a man of large wealth, all of whose money was on deposit in various banks, and whose family, after he had been killed by a railway accident, were reduced to absolute want, inasmuch as they were unable to ascertain the banks in the United Kingdom in which his money had been placed. We have heard of such cases, but have reason to believe that they were much more frequent in olden times than at the present day. A certain proportion of human beings will always wish to maintain secrecy as to their possessions, and this proportion was much larger when the range of investment was not so wide as it is at the present day. The craving for secrecy led many persons to keep accounts in a number of banks. If any one of them died suddenly, leaving his pass books in one or more cases at the bank, his legal representative would find nothing to inform him of the locale of different deposits, and might administer the estate without being aware of their existence; and the Court of Exchequer having decided in *Pott* v. *Clegg* (16 M. & W. 321) that money in the hands of a banker is merely money lent, and subject under ordinary circumstances to the Statute of Limitations, a general impression was at one time prevalent that banks, at the end of every six years, were in the habit of writing off unclaimed balances. But there appears to be no foundation for this assumption at the present day. Unclaimed balances are, we believe, placed to a suspense account, and every effort is made to discover the representatives of the customer.

The Avoidance of Estate Duty.

The Court of Appeal (*Times*, 25th ult.) have affirmed the decision of Bray, J., in *Attorney General* v. *Duke of Richmond*, and have recognised that an arrangement, otherwise in proper form, is not open to objection merely because one of the motives suggesting it is the avoidance of estate duty. Under the Scotch Entail Acts the owner of an estate tail can disentail the estate and acquire the fee with the consent of the persons entitled in succession to himself. Failing their consent, he must apply to the Court to fix the value of their interests, and this value he must either pay or secure to them. In 1897 the late Duke of Richmond, who was the owner in tail of extensive Scotch estates, adopted the latter method of barring the entail. The value of the interests of the next two persons in succession were fixed at £415,000 and £287,000 respectively, and these amounts were secured by bonds and charged on the estate. Subsequently further bonds were given for arrears of interest. The result was that on the Duke's death these incumbrances exceeded the value of the estate, and if they could be deducted, no estate duty would be payable. The right of deduction is regulated by Section 7 (1) of the Finance Act, 1894, and this forbids deduction of debts or incumbrances created by the deceased "unless such debts or incumbrances were incurred or created *bonâ fide* for full consideration in money or money's worth wholly for the deceased's own use and benefit." In the present case it was argued for the Crown that the above incumbrances were not created *bonâ fide* within the meaning of this enactment, but the Master of the Rolls declined to allow that the question of *bona fides* was affected by motive. One motive for wishing to raise the money might be to avoid estate duty. "That"—so runs the report of his lordship's judgment—"was a motive which was not immoral, and which was not illegal, and, so far as [he] knew, no objection could be raised to a transaction otherwise unobjectionable merely because a man wished to avoid estate duty." We believe that this is not the first time that this principle has received judicial sanction, and in the present case it was held that the amount of the bonds had been properly deducted and that no estate duty was payable.

The Incidence of Partnership Losses.

We have received a copy of a paper read by Mr. Cyril Cox, C.A., at a meeting of the Chartered Accountants' Students' Society of London on the 25th of March last, in which he discusses the question of the proper mode of distributing losses upon a dissolution of a partnership and the realization of the assets. He points out that in cases where the profits are divided equally, but the capital is contributed unequally, a good deal of doubt exists as to the manner in which losses should be borne; whether, that is, the remaining assets should be distributed among the partners in proportion to the capital contributed, so as to make the losses also proportional to that capital; or whether the losses should be divided, like the profits, equally, and the partner who contributed the smaller capital required to bring in any sum necessary to make good his deficiency. The first method was adopted in *Wood* v. *Scoles* (L. R. 1 Ch. 369), where under the articles the business had been carried on "for the mutual and common benefit of the partners and risk of profit and loss in equal shares," and where A.'s capital was £1,500 and B.'s £750. A. brought in further capital, and an order was made that this should first be paid out to him, and then the residue of the assets divided in accordance with the original capitals. But in *Nowell* v. *Nowell* (L. R. 7 Eq. 538), where, under a parol partnership, profits were to be shared and losses borne in equal shares, and on dissolution there was a deficiency on capital account, it was held that both partners must contribute equally to the deficiency. In the absence of agreement, the matter is governed by sections 24 and 44 of the Partnership Act, 1890, and the latter makes the division of losses follow the division of profits as in *Nowell* v. *Nowell*. This, Mr. Cox contends, is correct as a matter of accountancy, but he suggests that where capital is contributed unequally, but for some special reason, such as expert knowledge or additional work, the partner who contributes the smaller capital is nevertheless to have an equal share of profits, the matter should be arranged by first allowing him a salary and then making the profits divisible in proportion to the capital brought in. The question stated above would not then arise. The matter is important, and should be considered in settling partnership articles.

Retrospective Legislation.

Retrospective legislation often results in great hardship to individuals, and it occasionally does seem to be a matter of regret that in the charters conferred by the Imperial Parliament on the legislatures of the self-governing dominions provision was not expressly made, as in the American constitution, for the safeguarding of vested interests against spoliation by means of retrospective legislation. The control of the public lands, or Crown lands, is usually handed over completely to the local legislature. Sometimes, as in the recent case of the Transvaal and Orange River Colony, provision of a limited kind is made for restricting the legislative powers granted where these would interfere with engagements already entered into on behalf of the Crown, and some of the constitutions of the Australian States (then Colonies) of fifty years ago expressly preserve the then vested interests in Crown lands. Subject to these exceptions, the self-governing dominions of the Crown have, as a rule, complete control over their own public lands. A year ago the case of *McGregor* v. *Esquimalt and Nanaimo Railway* (1907, A. C. 462), on appeal to the Privy Council from the Supreme Court of

British Columbia, afforded an illustration of what certainly appeared to be somewhat harsh *ex post facto* legislation. An Act of the British Columbia Legislature was passed for the purpose of enabling land which had been already granted by the Crown to one person to be granted afresh to another person. This Act was held, reversing the local Supreme Court, to be within the competence of the local legislature. Quite recently what appears to be a more glaringly harsh exercise of legislative authority has been made in New South Wales. A long letter in the *Times* of the 27th of June, from a correspondent in Sydney, describes the provisions of a Bill (apparently not yet assented to), entitled the Improvement Leases Cancellation Act Declaratory Bill, as absolutely confiscating over a million acres of the public land leased to persons who have in many cases acquired their title without any notice of the irregularities in the administration of the Crown Lands Department. It is these irregularities which have brought about this panic legislation. But of the power of the New South Wales Legislature to enact this measure there appears to be no doubt.

Liability for Medical Attendance on Workmen.

In the case of *Hart* v. *The Shipbreaking Company (Limited)*, the question recently arose in the Felixstowe County Court whether the manager or timekeeper of the defendant company had an implied authority to pledge their credit for the attendance of a medical practitioner on a workman who had been injured in the course of his employment. It is difficult, of course, to lay down any general rule upon the subject, but when it is remembered that claims for compensation for injuries are not of infrequent occurrence, and that it is important that the company should at the earliest possible moment obtain accurate knowledge of the nature of an injury which may be the subject of a claim against them, the jury may not unreasonably infer that they have on the spot an officer with authority to retain a medical practitioner to make any examination which may be necessary. It is well known that some of the more important corporations, such as railway companies, arrange for the attendance of medical men at the time of an accident, and that it is often important to secure this attendance at stations remote from the metropolis and with the least possible delay. The fact that a large number of the employers of workmen are insured against accidents to their employees is an additional reason for assuming that they will lose no time in taking such reasonable steps as may be necessary to establish their right to indemnity.

The Lectures of the Council of Legal Education.

We have been a good deal interested in reading the prospectus of the lectures of the Council of Legal Education. It appears from the syllabus of an advanced class on civil procedure, &c., that the Reader during the next Michaelmas Term will discourse on the preparation for work in a barrister's chambers, and will on successive days deal with (1) the work of a junior counsel, (2) the various series of law reports, (3) how to use the law reports, (4) how to write an opinion, (5) summonses at chambers, (6) how to advise on evidence. With regard to county court procedure, he will deal with the preparation for work in court, and will explain (1) How to open a case in the county court, (2) how to examine and cross-examine witnesses. We have always had serious doubt as to the benefit which is derived by those who listen to the reading of written lectures on the different departments of law. But the lectures of the learned gentleman who fills the office of Reader are of a wholly different character from any to which we have hitherto been accustomed. We cordially welcome any practical directions with regard to what is often a thorny and perplexing subject—an opinion on evidence. The examination and cross-examination of witnesses is quite another matter. We have had the opportunity of hearing the dissertations of certain eminent advocates on this subject, and have never altered our opinion that the proper management of witnesses can only be acquired by observation and experience.

Implied Covenant by Tenant as to Repairs.

The case of *Dixon* v. *Mowbray & Co. (Limited)*, tried on the 22nd of May, before Mr. Justice Coleridge and a common jury, was one of those rare cases in which an action is brought against a tenant from year to year on his common law liability to make fair and tenantable repairs so as to prevent decay of the premises. The defendants had occupied a public-house at Wilsford, Lincoln, since 1888, under an agreement which provided that "the tenancy shall be determined by either party giving to the other six calendar months' notice in writing of such his or their intention," but contained no provision as to repairs. No repairs had been done by the defendants during the whole period of their tenancy, and at the expiration of the tenancy in 1907 by notice to quit the premises were in a dilapidated condition. Evidence was given on behalf of the plaintiff of the amount due for dilapidations, having regard to the liability of a tenant from year to year where there is no express covenant as to repairs. The evidence on behalf of the defendant tended to shew that the cost of these repairs had been estimated at too high a figure, and the jury ultimately found a verdict for the plaintiff for £25.

"A Carpet Bag Divorce."

In the recent case of *Coke* v. *Coke*, the American law of divorce was the subject of a sharp criticism by Sir Gorell Barnes. The petitioner, who had been deserted by her husband, read in a newspaper of his marriage with another woman. Inquiry was made, and it was ascertained that he had procured a divorce in the State of Nebraska on the ground of his wife's desertion and cruelty. No notice of this proceeding had ever been served upon her, but a summons requiring her to attend the court had been published in a newspaper of Nebraska. The husband was not domiciled in Nebraska, and had, in fact, obtained what has been aptly described as "a carpet bag divorce by a nominal resident." There is reason to apprehend that the jealousy of the American States with regard to any interference by the Federal Government with local laws may be a serious obstacle to any legislation making actual and *bonâ fide* domicil a condition precedent to any suit for dissolution of marriage.

Mr. Westlake, K.C.

We observe, with much regret, that Mr. Westlake, K.C., has intimated his intention of resigning the professorship of International Law at Cambridge, to which he succeeded on the death of Sir Henry Maine. He is known throughout Europe as one of the leading authorities on private international law, and his book on that subject, first issued fifty years ago, remains the standard work on the subject. As is well known, he took as the groundwork of his book the English decisions on his subject, which even then he considered were sufficient in number and scope to cover the whole field; though, as he explains in his original preface, he used the writings of foreign jurists freely for collateral and subordinate purposes. This convenient and practical mode of treatment has been constantly followed in the subsequent editions of the book.

The History of Criminal Procedure in the United States.

Mr. Taft, the new candidate for the Presidency of the United States, who has had considerable legal experience as assistant prosecutor and judge of the Supreme Court of Ohio, admits that the criminal procedure of the American courts is open to serious objections, but throws the blame on the source from which it is derived—the ancient criminal law of England—which gave extraordinary indulgence to prisoners at a time when they were liable to be sentenced to death for the most trifling offences. Mr. Taft does not account for the fact that England has in a great measure emerged from the technicalities of earlier times, while they appear to reign unchecked in the States of the great Republic.

Mr. English Harrison, K.C., has been re-elected chairman, Mr. Levett, K.C., vice-chairman, and Mr. T. Tindal Methold treasurer of the General Council of the Bar for the ensuing year. The following have been appointed additional members of the Council:—Mr. B. Francis-Williams, K.C., Mr. C. F. Gill, K.C., Mr. P. H. Gregory, Mr. C. H. Sargant, Mr. S. A. T. Rowlatt, and Mr. R. V. Bankes.

The Recovery of Bets.

We referred shortly last week to the recent decisions in *Hyams* v. *Stuart-King* (*ante*, p. 551) and *Goodson* v. *Grierson* (*ante*, p. 599), in which the Court of Appeal and Channell, J., respectively have applied the doctrine that a betting debt which is void by statute may be recovered if there has arisen since it was incurred a new consideration for its payment. Such a doctrine is so opposed to the policy of the Legislature, incorporated in statutes covering more than 200 years, that it is not very intelligible how it should ever have arisen, and there seems to be no reason why the Court of Appeal should not have restored to the statutes their full effect and overruled *Bubb* v. *Yelverton* (9 Eq. 471), notwithstanding that that case was decided forty years ago. A decision on a point of this kind is not on the same footing as a conveyancing decision. No titles depend upon it, and if it is wrong in principle the lapse of time gives it no support.

The matter starts for the present purpose with the provision of 9 Anne, c. 14—there was an earlier statute of 16 Car. 2—that all securities given for money won by gaming or for repayment of money lent for gaming are void. The words are "shall be utterly void, frustrate, and of none effect to all intents and purposes whatever." This statute, however, worked injustice where the security was transferred to a purchaser for valuable consideration or without notice of the circumstances, and to protect such person it was provided by the Gaming Act, 1835 (5 & 6 Will. 4, c. 41) that the security should not be void, but should be deemed to have been given for an illegal consideration. This illegality, of course, did not effect a purchaser for value without notice. Under the statute of Anne it was a question whether the gaming contract was avoided as well as the gaming security, but it was decided that it had the wider effect (*Applegarth* v. *Colley*, 10 M. & W. 723), and this was expressly provided by the Gaming Act, 1845 (8 & 9 Vict. c. 109). Section 18 of this Act enacts that "all contracts or agreements, whether by parol or in writing, by way of gaming or wagering, shall be null and void; and no suit shall be brought or maintained in any court of law or equity for recovering any sum of money or valuable thing alleged to be won upon any wager, or which shall have been deposited in the hands of any person to abide the event on which any wager shall have been made."

This still left it open for a person desiring to bet to employ an agent and authorize him to make the bet, and to pay if the bet was lost; and upon the bet being made the authority became irrevocable, and the agent, if he paid the bet, could recover the amount from his principal: *Read* v. *Anderson* (13 Q. B. D. 779). This, however, was a violation of the policy of the statute, and in *Cohen* v. *Kittell* (22 Q. B. D. 680), the Divisional Court (Huddleston, B., and Manisty, J.) declined to go further and to hold that the agent was liable for breach of contract if he failed to make the bets. "A decision in favour of the plaintiff in this case," said Manisty, J., "would still further defeat the object of this statute, which, as the preamble shews, was to add to the strictness of the law with respect to gambling. Since the Act passed, however, and in consequence, I cannot but think, of some of the decisions upon it, the practice which it was intended to discountenance has greatly increased, and that with results of a most disastrous character, as regards both horse-racing and transactions in stocks." Accordingly, shortly after this case the Legislature intervened and overruled *Read* v. *Anderson* by the Gaming Act, 1892 (55 & 56 Vict. c. 9). This enacted that any promise, express or implied, to pay any person any sum of money paid by him under or in respect of any contract rendered void by the Act of 1845 should be null and void, and no action should be brought to recover any such sum of money. The Act also extended to promises to pay betting commissions.

These statutes represent a well-defined policy that the Courts shall not be called upon to enforce gaming contracts, whether as regards principals or agents. It remains to be considered whether it is consistent with such policy that contracts thus declared void should be validated by a subsequent consideration. In *Bubb* v. *Yelverton* (*suprà*) Lord Romilly, M. R., allowed this to be done in regard to racing debts so as to enable them to be recovered after the death of the debtor against his estate. The Marquis of Hastings had betted largely upon horse-races. In 1868 he fell into pecuniary difficulties, and was unable to pay his debts. Some of the racing creditors threatened to bring the matter before the Jockey Club, and to post him at Tattersall's as a defaulter. To avoid this interference with his racing status, he made an arrangement with the creditors by which he was to pay £10,000 down, and was to give a bond for another £10,000 payable in six months. The Marquis died before the bond was paid, and payment was claimed against his estate in an administration action. It would seem to be sufficiently obvious that the bond was given to secure a racing debt, and that it was within the statute and was not recoverable in the hands of the original holders. But Lord Romilly adopted the subtlety that it was given, not to pay racing debts, but to avoid the consequences of not having paid them. A little examination, however, will show that the statutes that forbid gaming securities are not concerned with the reason why they are given, but with the debt for which they are given. In the case in question the debt was £10,000 due in respect of racing bets, and the bond was given to secure it. Possibly Lord Romilly was influenced by the consideration that the claim was against the estate of a deceased debtor, and that debts which he would have himself paid ought to be paid if possible. This might account for a construction of the statute which stretched it very much in favour of creditors to whom the Legislature had denied civil remedies. But as a legal argument the judgment is not convincing. It assumes that, at a time when no money whatever was legally due, a bond for £10,000 could properly be given to avoid certain social consequences and also certain pecuniary losses involved in the withdrawal of horses. The answer is that the £10,000 was not assessed in accordance with such alleged consideration, but in accordance with the amount of the racing debts. It is true that the Court does not inquire into the amount of the consideration, but it has to look into the real nature of the transaction, and a bond, in fact given to secure a racing debt, is not altered in its nature, and withdrawn from the statute, because pressure has been put on the debtor to give it.

The decision in *Bubb* v. *Yelverton* (*suprà*) was followed by Buckley, J., in *re Browne* (1904, 2 K. B. 133), and it has been adopted by a majority of the Court of Appeal (Barnes, P., and Farwell, L. J., in *Hyams* v. *Stuart-King* (*suprà*). Nothing seems to have been added to the reasoning in *Bubb* v. *Yelverton*, and the same objections which apply to that decision apply to the present decision. The learned President said that, having regard to the date of *Bubb* v. *Yelverton*, they would be legislating and not declaring the law as it at present existed, if they were to hold the contract in the case before them unlawful—a contract, that is, to pay the gaming debt at a future date, if certain steps which would prejudice the debtor socially were not taken. But, as we have already pointed out, this view appears to ascribe too much weight to a case like *Bubb* v. *Yelverton*. Every decision makes the law for the time being, but this does not prevent a Court of Appeal from overriding the decision and making new law; and when it is realised that a particular decision is unsound and is opposed to the policy of an important body of statute law, age should not, except in conveyancing cases, tell in its favour.

The dissentient judgment of Lord Justice Fletcher Moulton appears to have been based upon the view which we have suggested above. The cheque on which the action was brought was given to secure a gaming debt. The defendant might have had cogent reasons for giving the cheque, but this does not alter the character of the transaction or the nature of the instrument sued upon. If, when nothing is due, a man threatens to ruin me socially and I give him a cheque for £500, the Courts might possibly allow such a cheque to be sued on, though we should have doubted it. But when the threat is based upon non-payment of a betting debt—which in law is no debt—and the debt is the exact amount of the cheque, it would, we imagine, be quite clear, apart from the above decisions, that the cheque was given to secure the betting debt and nothing else. It may be anticipated that, like *Read* v. *Anderson*, the present decision will produce its statutory correction.

The Legal Status of the African Protectorates.

THE British Empire is sometimes said to consist, in addition to the British Islands, of "India, the colonies, and protectorates." Ordinarily, the "British dominions" in Africa would include such protectorates as East Africa, Nigeria, and Rhodesia. The word "protectorate" should properly mean "protected territory," but as now generally used, protectorate does not include such territories as Zanzibar, which is part of the dominions of the Sultan of Zanzibar, and is under British protection. At the time of the enactment of the Interpretation Act, 1889, the system of protectorates was not nearly so complete as it is now, and the whole of the British dominions was contemplated in that Act as falling within three divisions—the United Kingdom, colonies, and other British possessions. Any territory not falling within one of these divisions would be a foreign country. The exercise of the Crown's jurisdiction over its subjects in foreign countries is provided for by the Foreign Jurisdiction Act, 1890, and under this Act Orders in Council may be issued in England, for the purpose of exercising the Crown's foreign jurisdiction, as though the jurisdiction had been acquired "by the cession or conquest of territory." It is under the Foreign Jurisdiction Act, 1890, that all Orders in Council relating to the government and administration of protectorates have been made. This procedure of making Orders in Council under the authority of the Foreign Jurisdiction Act is in itself an admission in some sort that the territories in respect of which such orders are made do not form part of the British dominions. But this theoretical admission has been gradually qualified by a distinction being drawn between territories or places where some kind of civilised government exists, and territories or places where there is no such government.

The Orders in Council relating to the protectorates have more and more taken the form of regulations such as have been used for governing Crown colonies, and courts and legislatures have been erected which are undistinguishable from the courts and legislatures set up in Crown colonies. Thus the protectorates have become gradually distinguished from the consular jurisdictions; in the one case the government set up by the Orders in Council applying to all persons within the territorial limits of the protectorate, in the other case the administration applying only to British subjects or other specially protected persons. This gradual separation of protectorates from consular jurisdiction is also marked by two very distinct and decided steps. Primarily, the administration of the Foreign Jurisdiction Act, 1890, and all matters connected with it, is carried out through the Foreign Office. But most, if not all, the protectorates are now administered through the Colonial Office, leaving matters connected with consular jurisdiction in foreign countries to be managed by the Foreign Office as before. The other step referred to was taken in 1904, when, after the proclamation of neutrality in February, made in consequence of the outbreak of hostilities between Russia and Japan, two Neutrality Orders in Council were, on the 24th of October, issued under the authority of the Foreign Jurisdiction Act, 1890, but distinguishing sharply between protectorates and other places in which "foreign jurisdiction" is exercised. A somewhat detailed explanation and description of these two orders is necessary for a proper understanding of their importance as regards the status of protectorates.

The proclamation of neutrality of February, 1904, referred solely to the war between Russia and Japan, and consisted principally of a recital of provisions contained in the Foreign Enlistment Act, 1870, and a direction to the "subjects" of the King to observe those provisions. The preamble of the Foreign Enlistment Act, 1870, runs (in this respect echoing the formal title): "Whereas it is expedient to make provision for the regulation of the conduct of her Majesty's *subjects* during the existence of hostilities between foreign states with which her Majesty is at peace." Section 2 is: "This Act shall extend to all the *dominions* of her Majesty, including the adjacent territorial waters." One object of this Act is to prevent expeditions against friendly states being fitted out in the British dominions, and the leaders of the Jameson raid in 1895 were convicted of an offence against its provisions. The Act in terms applies only to the King's "subjects" and "dominions." It was thought necessary to make further express provision with respect to persons and places regulated by the Foreign Jurisdiction Act, 1890. On the 24th of October, 1904, therefore, two Orders in Council were issued under the authority of the Foreign Jurisdiction Act, 1890—the British Protectorates Neutrality Order in Council, 1904, and the Foreign Jurisdiction Neutrality Order in Council, 1904. Neither of these orders refers in so many words to the Foreign Enlistment Act, 1870, but each order is a transcript of the provisions of the Act with necessary alterations. It is the difference between the two orders, and the manner in which the provisions of the Act have been differently adapted in the two orders, that make them of value for the present purpose. Both orders bring the adapted provisions of the Foreign Enlistment Act, 1870, into force, in the places to which the orders apply, as part of the general law of those places, and without any special reference to the Russo-Japanese war.

The preamble and section 2 of the Act are thus adapted in the British Protectorates Order: "Whereas it is expedient to make provision for the regulation of the conduct of the *inhabitants* of British protectorates and other persons residing therein, during the existence of hostilities," etc. Section 2: "This order shall extend to all the *protectorates of his Majesty*, including the adjacent territorial waters, enumerated in the schedule to this order." The schedule (as amended by a subsequent order) enumerates nineteen territories besides territories in the Pacific. Four of the nineteen are Wei hai wei, British North Borneo, Brunei, and Sarawak, leaving fifteen African protectorates, situated in South Africa, West Africa, East Africa, and Central Africa. Where "British subject" occurs in the Foreign Enlistment Act, the order has "British subject or a native of the protectorate." The preamble of the Foreign Jurisdiction Order is: "Whereas it is expedient to make provision in places where by treaty, grant, usage, sufferance, and other lawful means his Majesty has jurisdiction for the regulation of the conduct of persons subject to his Majesty's jurisdiction during the existence of hostilities," etc. By section 2 the order "extends to all persons and to all property subject to" eight Orders in Council relating to Muscat, Morocco, Persia, Zanzibar, Turkey, Siam, China, and Corea. For "British subject" is substituted "any person subject to this order." The effect of the two orders is to draw a broad and permanent distinction between protectorates, and other places in which what is ordinarily called foreign jurisdiction is exercised by means of consular courts. The enumeration of places in each order appears to be, and was doubtless intended to be, exhaustive. An authoritative list is thus provided of the British protectorates as these stood in October, 1904. It will be noticed that although "inhabitants" of the protectorates are referred to in lieu of the King's "subjects," yet territorial jurisdiction is assumed distinctly, and this is emphasised by the inclusion of "the adjacent territorial waters." In the case of the other Order in Council—the Foreign Jurisdiction Neutrality Order, 1904—no territorial jurisdiction whatever is assumed. Notwithstanding, then, that the foundation for the Crown's authority to legislate for protectorates by means of Orders of Council is derived from the Foreign Jurisdiction Act, 1890, the protectorates must at the present time be regarded, it would seem, as forming part of the British dominions in the same way that the Crown colonies are part of the dominions. The Crown has, in fact, assumed sovereignty without the formality of first hoisting the British flag.

Three tests may be suggested, which seem to confirm the view that the African protectorates form part of the British dominions for all purposes. First, are the aboriginal Africans inhabiting the protectorates to be regarded as British subjects? The answer would seem to be—yes. Secondly, can the King make a grant of land in the territories which would be held valid in the territorial courts? Again, the answer would seem

to be—yes. The regulations made in 1897 for allowing occupation of land in the protectorate of East Africa for terms of years not exceeding ninety-nine years have now been superseded by "Crown Lands Ordinances," passed by the local Legislative Council, and these Crown Lands Ordinances are undistinguishable from ordinances of the same kind passed in Crown colonies. Thirdly, would the Foreign Enlistment Act, 1870, have been in force, prior to the Neutrality Orders in Council of 1904, so as to make it an offence within section 11 to fit out an expedition within the protectorate—the words of the section being "within the limits of her Majesty's dominions"? This very point was raised in the Jameson case in 1896, but the jury were directed to find whether or not the Queen did in fact exercise sovereign rights and dominion in the district (part of a protectorate) where the offence was alleged to have been committed; and the defendants were found guilty and were sentenced. The popular description of the oversea dominions as consisting of "India, the colonies, and protectorates" is, perhaps, after all, correct in a legal sense.

Reviews.

The Law of Property.

A GENERAL VIEW OF THE LAW OF PROPERTY. By J. ANDREW STRAHAN, M.A., LL.B., Barrister-at-Law; assisted by J. SINCLAIR BAXTER, B.A., LL.B. (Lond.), Barrister-at-Law. FIFTH EDITION. Stevens & Sons (Limited).

The difference between the law of real and personal property is with us fundamental, and it is one of the disadvantages of this system that the student usually approaches the study of each branch of law separately, and thus loses the broader views which might be obtained if these two were taken together. It is a characteristic feature of the present work, which has now attained to a fifth edition, that it covers property both real and personal, and in the chapters dealing successively with the nature of ownership, the interests in things owned, and the modes of acquiring interests, &c., the law applicable to personal property is given in close connection with the law applicable to real property. The advantages of this method from a student's point of view are shewn very clearly in Part IV., which treats of the mode of acquiring interests. In regard to alienation *inter vivos* a clear and concise statement is given of the various ways, ancient and modern, by which land was or is transferred, and then a similar treatment is given to the transfer of goods, though here, of course, the law is more exclusively modern. The law of devolution on death, whether by will or on an intestacy, also gains in instructiveness for students by this method. The book can be safely recommended to students.

Books of the Week.

International Law Applied to the Russo-Japanese War, with the Decisions of the Japanese Prize Courts. By LAKUYÉ TAKAHASHI, Member of the I. J. Academy, LL.D. (Hōgakuhakushi). English Edition. Stevens & Sons (Limited).

Encyclopædia of the Laws of England, with Forms and Precedents. By the Most Eminent Legal Authorities. Second Edition. Revised and Enlarged. Vol. XI.: Peace, Bill of, to Proclamation. Sweet & Maxwell (Limited); W. Green & Son, Edinburgh.

Ruling Cases: Arranged, Annotated, and Edited by ROBERT CAMPBELL, M.A., Barrister-at-Law, assisted by other Members of the Bar. With American Notes by JAMES T. KEEN. Vol. XXVII. (First Supplemental Volume): Abandonment—Will, Addenda. Stevens & Sons (Limited).

The Public Trustee Act, 1906, with Introduction and Notes. By F. G. CHAMPERNOWNE, HENRY JOHNSTON, and JOHN S. C. BRIDGE, Barristers-at-Law. Butterworth & Co.

A Summary of the Law of Companies. By T. EUSTACE SMITH, Barrister-at-Law. Tenth Edition. By the Author, assisted by W. A. BEWES, Barrister-at-Law. Stevens & Haynes.

The "Facts" and "Arguments" of Sir Thomas Whittaker, M.P.: An Examination. By F. E. SMITH, K.C., M.P., and ERNEST E. WILLIAMS, Barrister-at-Law. P. S. King & Son.

It is understood that Mr. Justice Eve and Mr. Justice Coleridge will be the Long Vacation Judges; the former attending during the first part, and the latter during the second half of the vacation.

Correspondence.

Leases to County Associations under the Territorial, &c., Act, 1907.

[*To the Editor of The Solicitors' Journal and Weekly Reporter.*]

Sir,—By the Territorial and Reserve Forces Act, 1907, s. 1 (3) (b) a county association, after due incorporation, is permitted to hold land for the purposes of the Act without license in mortmain.

A property owner has agreed to lease some land to the county association, subject to the approval of the Army Council.

I shall feel obliged to any of your readers if they can give me any information as to whether any model form of lease has been approved by the Army Council or other Government body, and what would be the consequence if the scheme under the new Act fails during the term covered by the lease and the Act becomes a dead letter.

As the Act has now been in force for three months, many leases of this nature have no doubt been already completed, or are at least in course of preparation, and it will probably be of general interest if any of your readers can give information on the subject.

T. H. WALKER.

Museum Court, Queen-street, Peterborough, July 1.

[This letter reaches us too late for comment this week. We shall be glad to know the special contents of any approved model lease.—ED. *S J*]

Indemnity of Printers of Newspapers against Proceedings for Libel.

[*To the Editor of The Solicitors' Journal and Weekly Reporter.*]

Sir,—Printers will be grateful to you for the suggestion contained in your article relating to the question as to the validity of an indemnity against proceedings for libel given to the printer by the proprietor of a newspaper. May we, however, call your attention to the case of *Shackell* v. *Rosier* (1836, 2 Bing. N. C. 634), which appears to have decided that such an indemnity is regarded as an inducement to commit an unlawful act. It was upon the authority of this case that Dr. Blake Odgers, K.C., founded the opinion which appears to be referred to in your article.

In these days when "copy" comes in at midnight, and the paper has to be delivered from Lands End to John O'Groats by cock crow, it is unjust that the printer should be liable for damages in the same way as if he were the author of the libel; and any suggestion from you which will help them over the difficulty will be a boon to all printers of newspapers.

HICKSON & MOIR.

Blomfield House, 52, New Broad-street, London, E.C., June 29.

The Bankruptcy Law Committee.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—I have taken a very deep interest in the proceedings of the committee appointed to inquire into the bankruptcy law. There are a number of points arising out of the report as to which I think further explanation as to the real intentions of the committee should be given.

Very soon after the committee had been formed I wrote it a letter suggesting that many oppressive bankruptcy petitions would be averted if deeds of assignment for the benefit of creditors were to become unassailable after one month had expired from the date on which creditors had been informed thereof.

I am very glad to see that the committee has taken up this point, and made some recommendations on the subject in paragraphs 142 and 205 of their report. The recommendations, however, seem to me to be very loosely worded. It is not said that the committee recommends that such deeds shall become absolutely binding in default of a bankruptcy petition being filed within one month, although I think they must have intended this. All they say is, that no petition shall be founded on the deed as an act of bankruptcy after one month from the date on which "*notice*" is sent to all the creditors stating "that unless proceedings in bankruptcy are taken within one month the deed will become binding on all the creditors." Surely the committee does not wish such a misleading notice to be sent unless they also intend that the deed really shall become binding.

This is only one of many ambiguities I have noticed in the committee's report.

It would be very interesting if some method could be discovered for obtaining the real view of the committee as to whether deeds of arrangement should become absolutely binding at the expiration of one month, even as against a petition founded on some act of bankruptcy, other than the deed itself, committed after the month,

but within three months from the execution of the deed. I regard the matter as of great importance.

It is understood to be irregular to address individual members of the committee on the subject. PERCY BRABY.

Dacre House, Arundel-street, Strand, London, June 26.

The Taxation of Costs in Lunacy.

[*To the Editor of The Solicitors' Journal and Weekly Reporter.*]

Sir,—In my letter on this subject, which you kindly inserted in your issue of the 4th April last, for the reasons therein given, I advocated the appointment of a junior clerk in the department for the taxation of costs in lunacy. I wish to supplement that letter with a few further facts and figures to further prove the necessity for, and the propriety and reasonableness of, such appointment. The fees and percentages alone, I submit, shew that a considerable profit is annually made by the country from the work of the Lunacy Office out of the estates of lunatics under the jurisdiction of the Lord Chancellor: And, further, that a considerable benefit is obtained by the country through all the cash of lunatics, when invested under orders of the Masters in Lunacy, being invested and kept only in Consols yielding only £2 10s. per cent. per annum, except in cases, where the estate being small, some investment producing a larger income has to be found, so as to be, as far as possible, sufficient for the lunatic's maintenance.

All the costs in lunacy, until the retirement of the late Chancery Taxing Master Bloxam, were referred to a Chancery Taxing Master to tax. Since then, all the costs in lunacy have been taxed by a taxing officer, subject to appeal to the Masters in Lunacy, in all cases where objections are raised to the taxing officer's allowances. The taxing officer's name alone is affixed to all notices relating to costs, and certificates of results of taxation of costs are issued out of the taxation department of the Lunacy Office.

How does the output, if I may use such an expression, of the Lunacy Taxing Office compare with the output of the costs taxed in respect of the work of the Chancery Division of the High Court? The figures in the Civil Judicial Statistics for 1908, which give the Civil Judicial Statistics for the year 1906, shew that in 1906 each of the eleven Chancery Taxing Masters, assisted by two clerks, taxed £80,385 worth of Chancery costs, and each of them earned £1,832 9s. 9d. in court fees for doing so. And that the Taxing Officer in Lunacy, assisted by one clerk, taxed £68,014 10s. 5d. worth of lunacy costs, and earned £2,448 5s. for doing so.

This wants explanation. How is it that the Taxing Officer in Lunacy earned more in fees than the Supreme Court Master, for doing less work? The only reason I can give is, that the fee on a Taxing Master's certificate in the Chancery Division is 10s., while in lunacy it is £1.

I cannot understand why only £958 is set down in the Judicial Statistics as the fees on taxation, when the certificates made in 1906 numbered 1,006 and the allocators 93.

It is clear that the fees earned in the Taxing Department of the Lunacy Office in the year 1906 would justify the appointment of a junior clerk in that department; but there are other sources of profit out of which the cost of the appointment could be provided. From the same statistics for 1906 I find as follows:—1906, per centage on lunatics' incomes, £27,130; average on ditto, 1902-6, £27,574 6s.

This is calculated at the rate of £4 per cent. per annum on the lunatic's clear income, stopping at £10,000; and £400 a year per centage.

Under the title "Orders dealing with lunatics' estate." Amount ordered to be lodged in Court: Cash, £242,815 17s. 10d.; Stocks, &c., £839,170 14s. 4d.; Total, £1,081,986 12s. 2d. Annual average, 1902-6, £1,188,199 17s. 11d. Total amount of fees received, £5,195 4s. 1d.

The difference between the interest on Consols purchased by the very large sums of lunatics' cash under orders in lunacy, and the interest which trustees could obtain by investments authorised by the Trustee Act, 1893, is very great; and the country derives the consequential benefit, while the lunatics' estates sustain the consequential loss; and this benefit, derived by the country, must be taken into account, when the question arises as to what the lunatics' estates pay in respect of the management thereof, under orders made by the Masters in Lunacy. I submit that the country makes a very considerable profit; and I hope that the profession will press for the appointment of the junior clerk in the Lunacy Taxing Department referred to above, for which I have appealed—not as a favour, but as a right—inasmuch as his salary will be paid out of money provided by the lunatics themselves, as I have conclusively shown both in this and my former letter. JAMES RAWLINSON.

CASES OF THE WEEK.

House of Lords.

WEDNESBURY CORPORATION *v.* LODGE HOLES COLLIERY CO.
30th June.

HIGHWAY—SUBSIDENCE CAUSED BY MINING OPERATIONS—LIABILITY OF MINE OWNER—MEASURE OF DAMAGES—HIGHWAY VESTED AS STREET IN URBAN AUTHORITY—PUBLIC HEALTH ACT, 1875 (38 & 39 VICT. C. 55), S. 149—HIGHWAY AND LOCOMOTIVE (AMENDMENT) ACT, 1878 (41 & 42 VICT. C. 77), SS. 10, 27.

In an action by an urban authority for damages in respect of injury to a highway vested in them under section 149 of the Public Health Act, 1875, caused by mining operations which led to the subsidence of the highway and of the surrounding land,

Held, that the true measure of damages was, not the cost of restoring the highway to its original level, but only the cost of such repairs to the highway as would render the highway as commodious as before the subsidence.

Decision of Jelf, J. (1905, 2 *K. B.* 823), *affirmed.*

This was an appeal by the defendant company from an order of the Court of Appeal (reported 51 SOLICITORS' JOURNAL, 65; 1907, 1 K. B. 78), reversing a judgment of Jelf, J. The corporation, as the urban authority for their borough, sued the defendants to recover damages for injury caused by the mining operations of the defendants to a certain highway, which was vested in the plaintiffs under section 149 of the Public Health Act, 1875. The mining operations had caused a subsidence of the road and the surrounding land, and had also caused the surface of the road to break up. The plaintiffs restored the road as nearly as possible to its original level, at a cost inclusive of the expense of incidental works of drainage and fencing of over £400. At the trial the defendants admitted liability, but they denied that the measure of damages was what it would cost to restore the road to its original level, and contended that the true measure of damages was what it would cost to make the road as commodious for the use of the public as it was before, and that this would have been done at a cost including the expense of draining the surface of £60, and they paid £80 into court. Jelf, J., found that if the plaintiffs' contention was correct, the sum of £400 was a fair amount for the plaintiffs to recover; but that the sum of £80 paid into court was sufficient to render the road as commodious to the public as before. He held that the defendants' contention as to the measure of damages was correct, and gave judgment for them accordingly. The Court of Appeal having reversed that decision, this appeal was brought to their Lordships' bar. The House having taken time,

Lord LOREBURN, C., in moving that the appeal should be allowed, said the only question here was the amount of the damages. The point of law advanced by the plaintiffs, namely, that they were entitled to raise the road to the old level, cost what it might, and whether it was more commodious to the public or not, would not, in his opinion, bear investigation. Such a rule might lead to a ruinous and wholly unnecessary outlay. Accordingly, with the utmost respect to the Court of Appeal, he thought the judgment of Jelf, J., should be restored and the decision of the Court of Appeal reversed.

Lords MACNAGHTEN and ATKINSON concurred in the appeal being allowed with costs. COUNSEL, *Sir Robert Findlay, K.C., Shearman, K.C.*, and *Disturnal*; *Macmorran, K.C., Hugo Young, K.C.*, and *M'Cardie*. SOLICITORS, *Bower, Cotton & Bower, for Thursfield & Messiter*, Wednesbury; *Sharp, Pritchard & Co.*, for *Thomas Jones*, Wednesbury.

[Reported by ERSKINE REID, Barrister-at-Law.]

WHITEHOUSE *v.* R. & W. PICKETT. 26th May; 29th June.

INNKEEPER—LIABILITY BEYOND £30 FOR PROPERTY BELONGING TO GUEST—ONUS PROBANDI—DEPOSIT EXPRESSLY FOR SAFE CUSTODY—INNKEEPERS' LIABILITY ACT, 1863 (26 & 27 VICT. C. 41), S. 1 (2).

A commercial traveller engaged a bedroom at the defendant's hotel, and saw the porter put his bag in the bar-room. He did not call the attention of the proprietors to the fact that the bag contained jewellery valued at nearly £200. On asking for the bag in the evening it was found to have disappeared. It was suggested at the trial, but not proved, that it had been stolen by a gang of expert thieves who it was subsequently discovered had been staying in the hotel at the time as guests. In an action against the hotel proprietor to recover the value of the property lost.

Held that the defendants were entitled to judgment under the Innkeepers Act, 1863, because the plaintiff had not proved that he had expressly deposited the bag for safe custody with the proprietors of the inn, nor had he proved that the loss was due to their neglect to take reasonable care of the goods.

Decision of the Judge of the Extra Division of the Court of Session (reported 45 Sc. Law Rep. 113) affirmed.

The plaintiff, a jeweller of Birmingham, employed a traveller named Buckley to sell his goods. The traveller, while on his round, went to the Imperial Hotel, Edinburgh, kept by the defendants, R. & W. Pickett, intending to stay the night there. He usually stayed at this hotel when in Edinburgh, and was known not only to the defendants but to their servants. On the day in question the porter took his sample bag and placed it inside the bar-room. On retiring to rest he asked for his bag. It was then discovered it had been stolen. By the Innkeepers Act, 1863, an innkeeper is not liable to a greater amount than £30 for the loss of property of a guest, unless (1) the lost articles were expressly deposited with the innkeeper for safe custody, or (2) on proof that the innkeeper had been guilty of neglect in the care he had taken of the goods. The bag contained samples valued at

£1,900. In an action to recover the value of the goods stolen, the Lord Ordinary decided that the plaintiff could recover. The Judges of the Extra Division of the Court of Session held that there was no evidence that he had called the attention of the proprietors of the hotel to the fact that the bag contained valuables. In their opinion the plaintiff had failed to establish that the bag had been "expressly deposited" in the bar-room for safe custody, and had also failed to prove that the defendants had been guilty of neglect. Judgment was therefore given for the defendants. The plaintiff appealed.

Lord LOREBURN, C., in moving that the appeal should be dismissed, said that the word "expressly" was not used in the section without a purpose. It meant that an intention by the bailor was not enough. That intention must be brought to the mind of the bailee or his agent in some reasonable and intelligent manner, so that he might, if so minded, insist on the precautions specified in the proviso. The object of the Act was to secure for the innkeeper, by warning, an opportunity of safeguarding himself when a heavy risk which he could not refuse was placed on him. There was no ground for saying he had such a warning here. As to the second point, he could see no sufficient evidence. The facts were equally consistent with the loss by methods which implied no disregard of reasonable care. If it were enough to shew that this property might have been stolen through the innkeeper's neglect, an innkeeper might be liable in every case of unexplained loss. Nor was it enough to prove, if it were proved, that the innkeeper was neglectful in general. He was not liable unless the loss was due to his neglect, which was quite a different thing.

Lord ASHBOURNE did not think that the evidence established any special deposit within the meaning of the Act. No special form of words was needed, but something should be said or done by the guest that would clearly convey to the innkeeper that goods were being deposited with him for safe keeping. Here, however, the guest did did not say a word to draw attention to the fact that he was making any deposit. The course of dealing would not warrant the effort to spell out any liability. Then came the question of negligence, but after the best consideration he could give the case, he was unable to arrive at the conclusion that on the actual evidence the respondents were liable.

Lord JAMES OF HEREFORD expressed the view that the Legislature intended that before the innkeeper should be liable, proof should be given that he received into his charge goods with the intention of making himself liable for their safety. He should possess, or, at any rate, have an opportunity of possessing, knowledge of the nature and value of the goods deposited, so that he might regulate the extent of his control over and care of them, with some relation to the liability that would attach to him if the goods were lost. If this were the proper meaning to be attached to the word "expressly," he had arrived at the conclusion that the bag was not expressly deposited with the defendants, and that therefore they were not liable upon this ground, under the exception mentioned in the statute. The second exception still had to be dealt with. Were the defendants guilty of negligence in relation to the goods that were lost? There being no evidence of negligence, he had difficulty in finding it to be established from the fact of the loss, or from the admitted conduct of the defendants.

Lord ROBERTSON also agreed that the appeal failed.

Lord COLLINS read a judgment in which he explained his reasons for dissenting from the decision come to by the other members of the House. In his opinion the appeal should be allowed and the judgment of the Lord Ordinary restored. By a majority the appeal was dismissed with costs.—COUNSEL, *Danckwerts*, K.C., and *Robertson; Ure*, K.C., and *Robert Munro*. SOLICITORS, *Christopher & Roney*, for *Gardiner & Macfie*, Edinburgh; *A. & W. Beveridge*, for *Cuthbert & Marchbank*, Edinburgh.

[Reported by ERSKINE REID, Barrister-at-Law.]

Court of Appeal.

LEONIS STEAMSHIP CO. (LIM.) *v.* JOSEPH RANK (LIM.). No. 1. 17th June.

SHIP—DEMURRAGE—EXCEPTION—STRIKE PREVENTING LOADING—"OBSTRUCTION"—SHIPS IN TURN TO LOAD.

By a charter-party of the plaintiffs' steamer a certain number of days were allowed for loading the cargo, and "if the cargo cannot be loaded by reason of riots or any dispute between masters and men occasioning a strike or lock-out of . . . . railway employees or other labour connected with the working, loading, or delivery of the cargo proved to be intended for the steamer, or through obstructions on the railways or in the docks, or other loading places beyond the control of the charterers," the time lost was not to count as part of the lay days. Shortly before the steamer arrived at the loading port there had been a strike of the railway employees, but it was over some days before the steamer arrived. In consequence of the strike the cargo intended for the steamer and coming by the railway, was delayed, and also a large number of other vessels were waiting in turn to load before the plaintiffs' steamer. In consequence the steamer was delayed in getting to a loading berth. In an action to recover demurrage,

Held, that the strike prevented the loading, and that demurrage was not payable.

Appeal by the plaintiffs from Bigham, J., in an action to recover demurrage. The plaintiffs were the owners of the steamship *Leonis*, and the defendants were the charterers thereof. The charter-party, so far as material, was as follows: "23. Cargo to be loaded at the rate of 200 tons per running day, Sundays and holidays excepted (if the ship be not sooner despatched), and time for loading shall commence to count 12 hours after written notice has been given by the master, brokers, or agents, on working days between 9 a.m. and 6 p.m. to the charterers or their agents that the vessel is in readiness to receive cargo . . . and all time on demurrage over and above said laying days shall be paid for by charterers or their agents to the ship at the rate of fourpence sterling per gross register ton per day. . . ." "39. If the cargo cannot be loaded by reason of riots or any dispute between masters and men, occasioning a strike or lock-out of stevedores . . . railway employees or other labour connected with the working, loading, or delivery of the cargo proved to be intended for the steamer, or through obstructions on the railways or in the docks or other loading places beyond the control of charterers, the time lost not to be counted as part of the lay days. . . ." *The Leonis* was ordered by her charterers to proceed to Bahia Blanca to load. She arrived at Bahia Blanca on the 24th of February, 1905, and her master gave notice of readiness to load at 5.30 a.m. on the 25th of February. When The *Leonis* arrived the port was crowded with shipping, there being 46 vessels in front of her in turn to load. The congestion had arisen from two causes: First, a strike among railway men; and, secondly, a military insurrection, which lasted eight days, and during which the insurgents laid hands on the railway system serving Bahia Blanca. Both the strike and the insurrection were over some days before *The Leonis* arrived. *The Leonis* got a berth on the 30th of March, and began to load, and completed her loading on the 5th of April. The plaintiffs claimed that, *The Leonis* being an arrived vessel on the 24th of February (see 1908, 1 K. B. 499), the lay days began to run at the expiration of twelve hours after the notice by the master of her readiness to load, and that therefore the lay days expired on the 22nd of March, and the plaintiffs were entitled to demurrage from this latter date. The defendants relied upon clause 39 of the charter-party as exempting them from liability for demurrage. Bigham, J., came to the conclusion upon the evidence that the cargo intended for *The Leonis* and coming by the railway was delayed owing to the strike, and he held that in that way the cargo was prevented from being loaded within the meaning of the first exception in clause 39. He also held that the cargo was prevented from being loaded by an "obstruction" beyond the control of the charterers within the meaning of the second exception in clause 39, by reason of the other ships being in turn to load before her, which prevented her from getting to a berth. He accordingly gave judgment for the defendants. The plaintiffs appealed, and *Larsen v. Sylvester* (24 Times L. R. 640) was cited.

THE COURT (VAUGHAN WILLIAMS, FLETCHER MOULTON and BUCKLEY, L.JJ.) dismissed the appeal.

VAUGHAN WILLIAMS, L.J., said that he was inclined to agree with Bigham, J., upon both points, but he decided the case upon the point that the strike prevented the loading of the cargo.

FLETCHER MOULTON, L.J., without troubling to consider the obstruction point, agreed with Bigham, J., upon the strike point.

BUCKLEY, L.J., said that the judgment of Bigham, J., was quite right.—COUNSEL, *Hamilton*, K.C., and *Bailhache*, K.C.; *Scrutton*, K.C., and *A. J. Ashton*, K.C. SOLICITORS, *Downing, Handcock, Middleton, & Lewis*, for *Bolam, Middleton & Co.*, Sunderland; *Pritchard & Sons*, for *Hearfields & Lambert*, Hull.

[Reported by W. F. BARRY, Barrister-at-Law.]

BONNELL *v.* PRESTON. No. 1. 20th June.

PRACTICE—APPEARANCE—SERVICE OF WRIT OUT OF JURISDICTION—CONDITIONAL APPEARANCE—APPLICATION TO SET ASIDE SERVICE—TIME FOR—R. S. C. XII., 30.

The defendant, upon whom a writ was served out of the jurisdiction, entered a conditional appearance, the memorandum of appearance stating that the appearance was to stand as unconditional unless the defendant applied within ten days to set aside the writ or service thereof and obtain an order to that effect. The defendant took out a summons within the ten days to set aside the service, but the summons was not returnable until after the expiration of the ten days.

Held, that the application was made in time.

Appeal from Ridley, J., at chambers. The plaintiff obtained an order giving him leave to issue a writ for service out of the jurisdiction and to serve it on the defendant at Yokohama or elsewhere in the Empire of Japan. The writ was served on the defendant at Hong Kong. On the 18th of May, 1908, the defendant obtained leave to enter and entered a conditional appearance on the usual terms, which were stamped upon the memorandum of appearance, namely: "This appearance is to stand as unconditional unless the defendant applies within ten days to set aside the writ or service thereof, and obtains an order to that effect." On the 27th of May the defendant took out a summons returnable on the 1st of June to set aside the service. Ridley, J., dismissed the summons. The defendant appealed, and contended that the service of the writ outside the Empire of Japan was bad. The plaintiff contended, first, that the service was good: *Ford v. Shephard* (34 W. R. 63), *Western Suburban and Notting Hill Permanent Benefit Building Society v. Rucklidge* (54 W. R. 62; 1905, 2 Ch. 472); and, secondly, that the summons to set aside the service was taken out too late, as the memorandum of appearance limited the time within which an order to set aside the service must be applied for and obtained, to ten days: Yearly Practice, 1908, vol. 1, p. 93.

THE COURT (FLETCHER MOULTON and FARWELL, L.JJ.) allowed the appeal. They held that, leave having been given to serve the writ at

Yokohama or at some other place within the Empire of Japan, the service at Hong Kong was not covered by the leave, and was therefore bad. Further, the application to set aside the service having been made within the ten days was made in time, the statement in the Yearly Practice that the order must be applied for and obtained within the ten days not being, in their opinion, a correct statement of the law.—COUNSEL, *S. C. M. Goodman; R. W. Barnett.* SOLICITORS, *Fraser & Christian; E. A. Alexander.*

[Reported by W. F. BARRY, Barrister-at-Law.]

Re **DAVIDSON. MINTY** *v.* **BOURNE.** No. 2. 25th June.

WILL—CONSTRUCTION—CHARITABLE BEQUEST—APPOINTMENT OF TRUSTEE HOLDING RELIGIOUS OFFICE—GENERAL RELIGIOUS OR CHARITABLE INTENT.

The fact that the trustee of a gift holds a religious or charitable office is not sufficient to enable the court to hold that there is a general dedication of the gift to religious or charitable purposes if on the terms of the gift it is competent to such trustee to apply it for purposes which are neither religious nor charitable.

Appeal from a decision of Swinfen Eady, J. Henry Davidson, by his will, after disposing of certain chattels and giving legacies to his executors, gave his real and personal estate to them on trust for sale and conversion, and out of the proceeds directed them to pay his funeral and testamentary expenses and debts and the said legacies, and subject thereto to pay a legacy of £4,000 to the Roman Catholic Archbishop of Westminster for the time being to be expended on certain portions of the Cathedral at Westminster, £1,000 to the Sisters of Nazareth House, Hammersmith, and £1,000 to the Hospital for Sick Children, Great Ormond Street; and he directed his trustees to hold the residue "in trust for the said Roman Catholic Archbishop of Westminster for the time being to be distributed and given by him at his absolute discretion between such charitable, religious, or other societies, institutions, persons, or objects in connection with the Roman Catholic faith in England as he shall in his absolute discretion think fit." The trustees took out this summons to determine the question whether the gift of residue was a good charitable bequest, or was void for uncertainty. Swinfen Eady, J., held that there was no general dedication of the residue to charity, and that the gift failed for uncertainty. The Archbishop appealed.

THE COURT (COZENS HARDY, M.R., and FARWELL and KENNEDY, L.JJ.) dismissed the appeal.

COZENS-HARDY, M.R., said that in his opinion it was impossible for the court to differ from the decision of Swinfen Eady, J.L. Stress had been laid on the fact that the Roman Catholic Archbishop was the trustee who was to distribute the fund, and it was said that, when you found that fact, that and that alone was sufficient to show that the whole purpose was charitable. His Lordship was entirely unable to accept that view. He did not think it sufficient for the appellant that the Roman Catholic Archbishop was a trustee. The case of *Re Delany, Conoley* v. *Quick* (1902, 2 Ch. 642), which had been relied on by the appellant on this point, seemed a plain authority in the contrary sense. Then it was said that the persons in whose favour the Roman Catholic Archbishop was directed to divide the residue were persons in connection with the Roman Catholic faith in England, and the court was asked to hold that that was an overriding intent which ought to have effect so given to it as to modify the natural meaning of the prior words and induce the court to construe them in a more restricted meaning than they would otherwise have. In the first place, his Lordship did not think that the words the Roman Catholic faith meant anything more than the Roman Catholic Church, meaning by Church ecclesiastical body or denomination. But it was said that if the words Roman Catholic faith were found it must be assumed that all the other words must be read so that they must be charitable. It was not without regret that his Lordship found himself unable to assent to that view. According to the language of the will there was an express direction that the residue must be distributed between such charitable, religious, or other societies, institutions, persons, or objects in connection with the Roman Catholic faith in England as the Roman Catholic Archbishop should, in his absolute discretion, think fit. In the face of those words it was impossible to say that it was not competent to the trustee, according to the express words of the will, to apply the money for institutions, persons, or objects which were neither charitable nor religious. If that was so, there was an end to the case. They were dealing with old and well-established law. The leading case was *Morice* v. *Bishop of Durham* (9 Ves. 399, 10 Ves. 321), which was affirmed by the House of Lords in *Hunter* v. *Attorney-General* (1899, A. C. 309). He would read one passage from the judgment of Lord Davey in the latter case:—"As Sir William Grant says in *Morice* v. *Bishop of Durham*, 'The question is not whether the trustee may not apply it upon purposes strictly charitable, but whether he is bound so to apply it.' The answer to that question in the present case can only be that there is no such obligation. On the other hand, the other purposes to which conceivably the trustees may apply the whole fund in their discretion are not described with sufficient definiteness for the court to attach any trust upon them." In other words, the testator in the present case had created a trust, but had not indicated any body of beneficiaries, any *cestuis que trust*, who could invoke the aid of the court to prevent the trustee from doing that which some trustees might do if it were not for the interposition of the court—namely, putting the money in his own pocket. Of course, he did not suggest that the Archbishop would do that, but the court could not have regard to the circumstances of the particular individual. The court could not recognize a trust of which there were no means known of compelling the trustee to distribute the fund. In these circumstances, the appeal must be dismissed.

FARWELL and KENNEDY, L.JJ., concurred.—COUNSEL, *Younger*, K.C., *and Hartree; Astbury*, K.C., and *Underhill.* SOLICITORS, *Witham, Roskell, Munster, & Weld; Adam Burn & Son.*

[Reported by J. I. STIRLING, Barrister-at-Law.]

Bankruptcy Cases.

Re **JOHNSON.** *Ex parte* **THE TRUSTEE.** Bigham, J. 22nd and 23rd June.

BANKRUPTCY—FRAUDULENT PREFERENCE—SHIPMENT OF GOODS—BANKRUPTCY OF PURCHASER—STOPPAGE IN TRANSITU—RE-TRANSFER OF BILLS OF LADING TO VENDOR—BANKRUPTCY ACT, 1883 (46 & 47 VICT. C. 52), S. 48.—SALE OF GOODS ACT, 1893 (56 & 57 VICT. C. 71), SS. 44, 45, 46.

The bankrupt had purchased goods from the respondents, who had handed over to him the bill of lading for the goods against his acceptances at seventy-five days. Before the goods were delivered, the bankrupt told the respondents that he was in difficulties, and they required that their goods should be given back. The bankrupt agreed to this, and gave them a delivery order on the lightermen to whom he had endorsed the bill of lading.

Held, that the respondents had properly required their goods to be handed back as soon as they saw that the bills would not be met, and that the bankrupt had properly yielded to their pressure, and had not acted with a view to prefer them.

Bigham, J., *also expressed the opinion that if the transaction had been a fraudulent preference the respondents would still have had the right to stop the goods in transitu; agreeing with the judgment of* Collins, J., *in* Re O'Sullivan, Ex parte Ferd Baller (66 L. T. 619).

Motion for a declaration that a transfer of a bill of lading by the bankrupt to the respondents within three months of the bankruptcy was void as a fraudulent preference. The respondents, Gillespie & Sons, had for many years supplied brimstone to the bankrupt for the purposes of his business, and had also financed him. On the 30th of August, 1907, Gillespie & Sons sold to the bankrupt fifty tons of brimstone then about to be shipped from Sicily. On the 21st of September the bill of lading came forward endorsed to Gillespie & Sons, who endorsed it over to the bankrupt, and drew a bill or bills of exchange on the bankrupt at seventy-five days, which the bankrupt accepted. The vessel carrying the brimstone was then afloat. The bankrupt endorsed the bill of lading over to a firm of lightermen who were to deliver the goods from the ship. On the 17th of October the bankrupt was in difficulties and had an execution put in by a judgment creditor. On the 21st of October the bankrupt telegraphed to Gillespie & Sons' manager to meet him at the Cannon Street Hotel. The manager met the bankrupt about 6 p.m. on that day, when the bankrupt told him that an execution had been put in. The bankrupt then owed Gillespie & Sons about £600. The brimstone had at that date not been delivered to the bankrupt, so the manager said to the bankrupt: "That stuff of ours is still in the barges, and you must let us have it back." The bankrupt agreed to do so, and met the manager at the offices of Gillespie & Sons' solicitors on the 22nd of October, and gave him a delivery order on the lightermen. A petition was presented against the bankrupt within three months of the above transaction, he was adjudicated bankrupt, and the trustee in bankruptcy now moved to set the transaction aside as a fraudulent preference. Counsel for the trustee contended that the bankrupt being at the time unable to pay his debts in full had handed over the goods to Gillespie & Sons with a view to prefer them. He relied on *Re Fletcher, Ex parte Suffolk* (9 Morr. 8). Counsel for Gillespie & Sons contended that the respondents, having required the goods to be handed over, the transfer by the bankrupt was not voluntary (*Crosby* v. *Crouch*, 11 East, 253, per Lord Ellenborough, C.J., at pp. 260, 261), and that there had been sufficient pressure to negative any inference of intent to prefer. He also contended that, even if there were a fraudulent preference, the respondents still had the right to stop the goods in *transitu*. He cited *Re O'Sullivan, Ex parte Ferd Baller & Co.* (66 L. T. 619), where the facts were practically identical with the present case. Vaughan Williams, J., there held that the retransfer of the bills of lading to the vendor, though void as a fraudulent preference, gave the vendor such a constructive possession of the goods as prevented the notice of stoppage in *transitu* from taking effect. Collins, J., however, differed, and held that if the retransfer was void as a fraudulent preference it was void for all purposes, and therefore neither the property in the goods nor the *jus disponendi* passed to the vendor so as to defeat his right to stop in *transitu*.

BIGHAM, J., after stating the facts, said that he was satisfied on the evidence that pressure was put on the bankrupt to return the goods, and the pressure was, such as it was, quite legitimate for Gillespie & Sons to put on, and for the bankrupt to yield to. It was true that the bankrupt was at the time unable to pay all his debts as they became due, but he was satisfied that the bankrupt

gave the delivery order in pursuance of pressure, not with any view to prefer, but because he was properly required to do it. It was unnecessary to deal with the point of stoppage in *transitu*, but he desired to say that, in his opinion, if this transaction had been a fraudulent preference it would have been a void transaction altogether, and could not have affected the rights of the parties. Gillespie & Sons' rights were to stop the goods in *transitu* as soon as they were satisfied that the bills were not going to be met. They had the right to exercise this power, and to get the goods back. Motion dismissed.—COUNSEL, *Tindale Davis; Hansell* and *C. R. Attlee*. SOLICITORS, *Richard Free; Druces & Attlee*.

[Reported by P. M. FRANCKE, Barrister-at-Law.]

Re **MACFADYEN & CO. (Separate Estate of Patrick Macfadyen Deceased).** *Ex parte* **VIZIANAGARAM MINING CO. (LIM.).** Bigham, J. 23rd June.

BANKRUPTCY—PROOF—PARTNERSHIP—PROOF AGAINST JOINT AND SEPARATE ESTATES—BANKRUPTCY ACT, 1833 (SCHEDULE 2, R. 18).

The bankrupt was a director of a company, and also a partner in a firm. He or his firm, who were general managers and agents to the company, pledged documents of the company for advances of money used for the purposes of the firm.

Held, that the bankrupt had not been guilty of any breach of trust in his capacity as a director of the company so as to entitle the company to prove against his separate estate, as well as against the joint estate of his firm.

Appeal by the Vizianagaram Mining Co. (Limited), against the rejection of a proof against the separate estate of Patrick Macfadyen, deceased, a partner in the firm of Macfadyen & Co. The appellant company was formed in 1894 to work mines of iron ore in India. Patrick Macfadyen was one of the first directors appointed by the articles, and at the time of his death and bankruptcy was chairman of the company. By article 94, the firm of Macfadyen & Co. were appointed general managers, agents, and bankers for the company in England. They provided an office, secretary, and clerks for £250 a year, subsequently raised to £600, and were to receive 2½ per cent. commission on all sales of ore. The course of business was as follows:—Arbuthnot & Co., of Madras, who were really the same firm as Macfadyen & Co., would arrange for shipments of the ore, and hand the shipping documents to the National Bank of India at Madras, who would transfer them to the National Bank of India in London. Patrick Macfadyen, as a partner in Macfadyen & Co., improperly obtained large advances from the National Bank of India in London, both on documents which had arrived in London and on documents in *transitu* from India. The proceeds of such advances were used for the purposes of Macfadyen & Co. At the date of Macfadyen's death and bankruptcy the advances amounted to £12,000, which the company had to pay in order to redeem their documents. They proved for this amount both against the joint estate of Macfadyen & Co. and the separate estate of Patrick Macfadyen. The trustee admitted the proof against the joint estate, but rejected it against the separate estate, and the company appealed against such rejection. Counsel for the appellants contended that Patrick Macfadyen, being a director of the company, had been guilty of a breach of trust in applying the property of the company to the purposes of his own firm, and that where there has been such a breach of trust by a partner in a firm there is a right of proof both against the joint estate of the firm and the separate estate of such partner. They referred to *Re Parker, Ex parte Sheppard* (35 W. R. 566, 19 Q. B. D. 84), and to the Bankruptcy Act, 1883, Schedule 2, r. 18. Counsel for the respondent contended that no breach of trust had been made out, but only a tortious dealing with the company's documents by the firm of Macfadyen & Co. (*Ex parte Adamson* v. *Collie*, 26 W. R. 890, 8 Ch. D. 807). There is a distinction between a director and a trustee. A trustee is the owner and master of the trust property, while a director is only a paid servant of the company. Macfadyen could never have obtained these advances from the bank as a director of the company, he could only obtain them as a partner in Macfadyen & Co., the general managers and agents of the company. They cited *Re Forest of Dean Coal Mining Co.* (10 Ch. D. 450), *Smith* v. *Anderson* (15 Ch. D., per James, L.J., at p. 275).

BIGHAM, J., held that the appellants could not prove against the separate estate unless they established that some contractual relation entered into by Patrick Macfadyen with reference to the bills of lading of the ore had been violated. It had been contended that the bills of lading of the ore came into the possession or control of Patrick Macfadyen in his capacity as a director, so as to create a trust on his part not to deal with them or permit them to be dealt with except as authorized by the company. In his view those bills never came under the control of Patrick Macfadyen as a director, and therefore there never arose any contract on his part to deal or to abstain from dealing with those documents in any particular way. If, therefore, there was no contract with Patrick Macfadyen, he could not be guilty of any breach of contract. The result was that the case did not fall within rule 18 of Schedule 2, and the company were not entitled to prove against the separate estate. Appeal dismissed.—COUNSEL, *Bankes*, K.C., and *S. G. Lushington; Scrutton*, K.C., and *Hansell*. SOLICITORS, *Freshfields; Stibbard, Gibson & Co.*

[Reported by P. M. FRANCKE, Barrister-at-Law.]

New Orders, &c.

The Companies Acts, 1862 to 1907.

Whereas by sections 10, 11, and 12 of the Companies Act, 1907, it is provided that the Registrar of Joint Stock Companies shall, on payment of the prescribed fee, enter on the register of mortgages and charges therein mentioned certain particulars with respect to every mortgage or charge created by a company after the commencement of the said Act and requiring registration under section 10 of the said Act, the appointment of a receiver or manager of the property of a company and particulars of the total amount outstanding at the commencement of the said Act of the debts of the company secured by certain mortgages and charges;

And whereas by section 10 of the said Act it is provided that the register of mortgages and charges shall be open to inspection by any person on payment of the prescribed fee, not exceeding one shilling for each inspection;

And whereas by section 30 of the Companies Act, 1900, the expression "prescribed" means prescribed by the Board of Trade;

Now, therefore, the Board of Trade do hereby prescribe that the following fees shall be payable:—

For registering under section 10 (1) and 10 (2) of the Companies Act, 1907, any mortgage or charge created by a company:	
Where the amount of the mortgage or charge does not exceed £200	£0 10 0
Where it does exceed £200	1 0 0
For registering particulars of a series of debentures under section 10 (3) of the Companies Act, 1907:	
Where the total amount secured by the whole series does not exceed £200	0 10 0
Where it does exceed £200	1 0 0
For registering the appointment of a receiver or manager of the property of a company under section 11 of the Companies Act, 1907	0 5 0
For registering particulars of the amount outstanding at the commencement of the Companies Act, 1907, of certain debts under section 12 of that Act	0 5 0
For inspecting the register of mortgages and charges:—For each inspection	0 1 0

Board of Trade, 30th June, 1908 H. LLEWELLYN SMITH.

The Companies Acts, 1862 to 1907.

Whereas by section 10 of the Companies Act, 1907, it is provided that copies of certain mortgages or charges created out of the United Kingdom to be delivered to the Registrar under that section shall be verified in the prescribed manner;

And whereas by section 35 of the Companies Act, 1907, notice of any alteration in certain instruments and particulars filed with the Registrar by companies incorporated outside the United Kingdom is required to be filed with the Registrar within such time as may be prescribed;

And whereas by section 41 of the Companies Act, 1907, every receiver or manager of the property of a company who makes default in complying with the provisions of that section within the prescribed time is liable to a fine;

And whereas by section 71 of the Companies Act, 1862, it is provided that the forms set forth in the Second Schedule thereto, or forms as near thereto as circumstances admit, shall be used in all matters to which such forms refer, and that the Board of Trade may from time to time make such alterations in or additions to the forms contained in the said Second Schedule as it deems requisite;

And whereas by the Companies Act, 1907, certain documents are required to be filed with the Registrar in the prescribed form;

And whereas by section 30 of the Companies Act, 1900, "prescribed" means prescribed by the Board of Trade;

Now therefore the Board of Trade do hereby prescribe that

1. A copy of a mortgage or charge created out of the United Kingdom comprising solely property situate outside the United Kingdom delivered to the Registrar under the provisions of section 10 (1) of the Companies Act, 1907, shall be certified to be a true copy under the seal of the company, or under the hand of some person interested therein;

2. Notice of any alteration required to be filed with the Registrar by a company incorporated outside the United Kingdom under the provisions of section 35 (1) of the Companies Act, 1907, shall be filed within twenty-one days after the date on which particulars of the alteration could, in due course of post and if despatched with due diligence, have been received in the United Kingdom from the place where the company is incorporated;

3. Notice of ceasing to act as receiver or manager of the property of a company required by section 41 of the Companies Act, 1907, shall be filed with the Registrar within twenty-one days after the receiver or manager has ceased to act;

4. The abstract of receipts and payments of the receiver or manager of the property of a company required by section 41 of the Companies Act, 1907, shall be filed with the Registrar—

In the case of his ceasing to act, within thirty days from his so ceasing;

In the case of his remaining in possession, within thirty days from the expiration of the half-yearly period to which the abstract relates;

And the Board of Trade do hereby make the alterations in and additions to the Form E in the Second Schedule to the Companies Act, 1862, hereinafter set forth, and such form, or a form as near thereto as circumstances admit, is the form to be used in making the list and summary of members and capital

prescribed by section 26 of the Companies Act, 1862, as amended by the Companies Acts, 1900 and 1907.

The Board of Trade further prescribe and direct that the other Forms hereinafter set forth shall be used for the purposes of the Companies Act, 1907.

Board of Trade, 30th June, 1908. H. LLEWELLYN SMITH.

[There is a lengthy schedule of forms.]

Societies.

The Law Society.

The following are extracts from the annual report of the Council:

Council Vacancies.—There are thirteen vacancies in the Council, ten of which are caused by retirement in rotation. The three remaining vacancies are caused by the resignation of Mr. Harry Wilmot Lee and Mr. Philip Witham, of London, and the death of Mr. Frederick Parker Morrell, of Oxford. The members to retire in rotation are Mr. Attlee, Mr. Barker, Mr. Bischoff, Mr. Bristow, Mr. Dawes, Mr. Godden, Mr. Gribble, Mr. Marshall, Sir Albert Rollit, and Mr. Wightman. Mr. H. W. Lee retired from the Council in December, owing to the difficulty which he stated he felt in devoting the necessary time to his duties as a member of it. He has since his election in 1898 been a regular attendant at Council Meetings, and had especially interested himself in the work of the Professional Purposes Committee. His assistance has been greatly missed by his colleagues. Mr. Witham was also elected in 1898, and has since been a member of the Discipline Committee and a regular attendant at their meetings. His colleagues much regret that he finds it impossible to continue longer on the Council. It was with deep regret that the Council heard of the death, on the 21st of March last, of their esteemed and honoured colleague Mr. Frederick Parker Morrell, of Oxford. Mr. Morrell had been a member of the Council for upwards of twenty-eight years, and had served as President of the Society in the year 1893-4. Mr. Morrell's services on the Council were greatly appreciated, and his constant attendance not only at the meetings of the Council, but also at the meetings of the Discipline and Examination Committees, placed the profession under great obligations to him.

Meetings of the Council and Committees.—During the year ending the 31st of May, 1908, the Council have held thirty-six meetings, and the following committees have held the number of meetings specified, viz.:—

	No. of Meetings.		No. of Meetings.
Professional Purposes	41	Parliamentary	6
Examination	17	Land Transfer	16
Scale	19	Legal Education	21
House	13	County Courts	7
Finance (including *Gazette* and Library	89	Council Elections	4
		Various	19

Membership of the Society.—The society has now 8,611 members, of whom 4,005 practise in town and 4,606 practise in the country. The number of members who joined the society during the past year is 271, as compared with 339 in the previous year. After allowing for deaths, resignations, and exclusions, the number of members shows a decrease for the year of 42. A leaflet giving information as to the society is handed to every solicitor on admission. Under the present constitution of the society only persons who are on the roll of solicitors, and who are practising, or have practised, as solicitors can be nominated for membership of the Law Society. At the Special General Meeting of the society held in January last a resolution was passed authorising the Council to include in the Supplemental Charter, now being applied for, a provision that every person whose name is on the roll of solicitors shall be qualified for election as a member of the society. Such a provision has been included, and the alteration in the constitution will therefore take effect as soon as the Supplemental Charter has been granted. The Council hope that the addition of so large a number of persons to those eligible for election as members will result in a very considerable increase to the membership of the society.

Finances of the Society.—The accounts of the society for the year 1907 are printed in the appendix hereto. They show that the sum expended for scholarship payments, class prizes, fees to tutors and assistant examiners, and grants to Provincial Law Societies is in excess of the amount expended upon the same objects in the previous year by the sum of £892 6s. 2d. The accounts further show that the sum of £6,000 was paid off the Society's mortgage debt during the year 1907, and that such debt has now been reduced to £19,000. The balance on the Articled Clerks' Fund was invested as usual in Local Loans Stock.

Provincial Meeting.—It was unfortunately impossible last year to arrange for a meeting of the society in the provinces. At the last moment an invitation to hold the meeting at Brighton was received, but it was then found that there would not be sufficient time to make the necessary arrangements. The idea of a provincial meeting had therefore to be abandoned. The society has accepted an invitation from the Birmingham Law Society to hold its provincial meeting this year at Birmingham, and it is expected that the meeting will take place on Wednesday and Thursday, the 30th of September and the 1st of October. This unusually early date has been fixed owing to the fact that the termination of the Long Vacation is earlier than on the occasion of previous meetings. It is hoped that members will find the dates convenient, and that they will make every effort to be present. The Council will be glad to receive for consideration the subjects of papers to be read at the meeting.

Registry Department.—In spite of a slight falling off in the Sales Registers, owing possibly to the unsettled state of the property market during the past year, the work in the Registry Department continues to show a steady increase over that of previous years. The attention of members is especially directed to the Society's Clerkship Registers. About 2,500 entries a year are made on the Society's Register F (Clerkships Wanted) by admitted or unarticled clerks in want of a situation, and for some years past a record has been kept of such clerks and also of cases where the attention of the staff has been drawn by members to instances in which they have been defrauded by their employees. No clerk is allowed even to inspect the Register of Vacant Situations without first producing a letter of recommendation from a member of the society, or, in cases where it is impossible to obtain this, from some responsible person, to the effect that the clerk is personally known to the writer and is of good character; and members obtaining clerks through the registry are thus safeguarded, so far as is possible considering the extent to which the register has grown of late years, against employing men of doubtful reputation. Members are advised to ascertain, before engaging a clerk, that his name is registered with the society, or that nothing is registered against him in that department.

Donations to the Society.—In addition to the donations to the library afterwards mentioned, the Council have pleasure in stating that the society has received from Mr. Henry Attlee, a member of the Council and last year's president of the society, a valuable gift of plate in the shape of a handsome and beautifully designed rose-water dish. In making the presentation Mr. Attlee stated that by it he desired to place on record the consideration shown to him by the Council and by members during his year of office.

Luncheon Rooms.—There was a loss to the society on this account in 1907 amounting to £145 3s. 8d. as compared with £110 5s. 3d. in the previous year. This sum has been arrived at after writing off a sum of £175 19s. 11d. to meet depreciation of plant, as compared with £124 3s. 10d. written off for the same purpose last year. The Council regret to note that, notwithstanding the reduction made in the amount of the commutation fee, the number of members who paid it was fewer in 1907 than in 1906. The table money received was also much reduced. The Council would be glad to see the rooms more generally used, and they fear that it is still not as well known as it should be that the rooms are open to all members of the society.

Library.—During the year ending April 30, 1908, upwards of nine hundred volumes were added to the library by donation and purchase, and the total number of books is now about 49,000.

Examinations.—The Vice-President and Mr. W. A. Sharpe were in October last appointed members of the Examination Committee to fill the vacancies occasioned by the retirement of Mr. Gribble and Mr. Taylor, and in April last Mr. Samson was appointed a member of the committee to fill the vacancy occasioned by the death of Mr. Morrell. The Examination Committee have again had under their consideration the need for some reform as to the exemptions from the Preliminary Examination, and they have now recommended that the various exempting authorities should be approached with a view to raise the standard of general education for articled clerks; and they have specially recommended that the authorities of the Oxford and Cambridge Local Examinations be approached with the same object. These recommendations have been adopted by the Council, and it is hoped, therefore, that some way may be found by which effect may be given to the general view that the standard of some of the exempting examinations should be raised, or that the Solicitors Act, 1877, should be amended so as to give power to alter or revoke the exemptions. Since the last annual report a renewed application has been received from the University of London asking that their Junior School Examination might be added to the list of exemptions from the Preliminary Examination. The question has been long and carefully considered by the Council, and they have decided that the Junior School Examination referred to shall in future be accepted as an exemption from the Preliminary Examination subject to the general conditions laid down in the order of the 8th of February, 1905, as applicable to examinations which by that order are to be accepted as exemptions.

School of Law.—No further progress has been made with the scheme for a School of Law since the issue of the last report of the Council. At the annual meeting of the Bar Council some reference was made to the training of barristers, but the discussion with regard to it did not give rise to any reference to the scheme propounded by Sir Robert Finlay. The Council hope that the scheme may be revived at an early date.

The Society's Teaching System.—The system of education established in the year 1903 continues to show steady progress, both in its central and its provincial aspects. The number of individual students attending the society's own lectures and classes (oral and correspondence) during the present session (1907-8) has been 300, of whom 238 have been oral and 62 correspondence students. As compared with the figures of the previous session (total 278, oral 214, correspondence 64) these figures show a substantial increase in the numbers of the oral students and a trifling diminution in those of the correspondence men, which latter fact is probably due to the very satisfactory development in teaching facilities in the provinces, alluded to below. Altogether, since the establishment of the system in 1903, 796 students have come directly under its influence. Apart from figures, there is every reason to believe that the system is growing in popularity with the men who take advantage of it; a conclusion which may fairly be drawn from the regularity of attendance, the increasing number of those who take the voluntary terminal examinations, and the general cordiality of feeling which exists between the teaching staff and the students. It is especially satisfactory to notice that there is a tendency for the articled clerk to spread his teaching over a longer period, instead of hurrying over his work just before his examinations. The normal periods of attendance are now one year for students studying for the Intermediate Examination, and two years for students studying for the Final Examination. These attendances do not interfere substantially with office work. It is not only by its own lectures and classes that the society promotes the legal education of the future members of the profession. For many years past the Council have been in the habit of making grants to various provincial law societies for this purpose; and, in the year 1905, as the result of a conference held at the Society's Hall between the Legal Education Committee and the representatives of provincial law societies and teaching institutions, these grants have been placed on a systematic

basis. Every year full reports are received from the local centres of the work of the previous session, including financial management; and the Council then discuss the educational requirements of the centres with the whole materials before it. In the present year, the total sum voted by the Council towards this purpose amounted to £2,150; and during the previous session (1906-7) the number of students attending the various local centres, who were thus benefited by the Society's grants, was 380, making, with the society's own students, a total of 658 for the session 1906-7. A very satisfactory result of the efforts of the local law societies has been their alliance with the local universities and university colleges—a feature strongly emphasised by the Council in its report on the subject. Thus, in Manchester, Liverpool, Leeds, Newcastle, Sheffield, Nottingham, Swansea, and Bristol, the local university or college co-operates with the local Law Society, through a board on which both, and in some cases also the Council of the Law Society, are represented. Overlapping and undue competition are thus avoided; while the composition of the representative board is, in all cases, so arranged that the control of the education of articled clerks is in the hands of a body, the majority of which consists of solicitors. The latest example of this development is the case of Sheffield, where a Faculty of Law, with power to grant degrees, has just been constituted by the combined efforts of the university and the city council, the Law Society of Sheffield and District, and the Yorkshire Board of Legal Studies. Towards this movement the Council has co-operated by promising an additional grant towards the maintenance of the Faculty. The Council have, unfortunately, not been able in the past year to make such progress in connection with the University of London as had been hoped for. Not only has it failed, after repeated efforts, to secure any relaxation of the matriculation requirements in favour of admitted solicitors, but in spite of its strong opposition, through its elected representatives on the Senate, the Regulations for the LL.B. degree have been altered in such a way as to make the Intermediate Examination once more in purely theoretical subjects. Notwithstanding the fact that the new system, which introduced English Law into the Intermediate, had only been in force two or three years, the Senate of the University declined to give it a further trial, though it was obviously more suited to the needs of professional students. At present the society's degree classes maintain their numbers; but it can hardly be expected that they will continue to do so when the new regulations become compulsory. During the year some lectures which proved of great interest were delivered to members and students on the subject of French law by M. Mesnil, a French Advocate practising in London. Owing to the increase in the attendance at the society's classes, the Council have found it necessary to utilise the West Library for the purpose of them.

(To be continued.)

The Society of Comparative Legislation.

The annual meeting of this society was held in the society's hall on Tuesday afternoon. Lord ROSEBERY, the president, took the chair. In opening the meeting he said that the work of the society seemed to be so necessary in these days of superabundant legislation, that it was marvellous that it should be left to a private society to do what it did. The first work of the society was to give a full and accurate summary of each year's legislation in the British Empire, the United States, and foreign countries. Let them consider what work that was. There were sixty Legislatures within the British Empire itself; there were some fifty Legislatures in the United States; and beside that there were the various Legislatures of Europe. All these Legislatures working—more especially our own—full speed ahead, produced the greatest possible number of Acts of Parliament in the year. In 1906, for example, there were no fewer than 2,000 laws or ordinances passed within the British Empire, of which, probably, 99 per cent. were curtailments or infringements of the liberty of the subject. That was stupendous, and it preached, as from a text, the necessity of the society. We had passed from the era of emancipation to the era of construction. The more important portion of the laws passed now were laws of construction, laws aimed at moulding human society in a particular and beneficent direction, and, if one school had its way, they would aim still more at constructing a new society on the ruins of the old. At any rate, whether they went so far as that or not, they could not shut out from themselves the prospect that increasingly the Legislature would endeavour to raise and fortify a new structure of society, somewhat empirically, by means of legislation. He watched that with some anxiety because he belonged to that small school—perhaps he ought not to mention it in the Law Society's Hall—which did not believe that laws in the long run could greatly ameliorate humanity. He was not sure that he did not incline to that small heresy—if it were a heresy—which believed that that State was most fortunate which achieved its own development by the character and efforts of its citizens as little as possible supported and guided by legislation. At any rate, he was certain that the progress of that State which was enabled so to develop itself would be more sure and more abundant than that of the State which rested on legislative measures for the achievement of its destinies. If they were to construct and constantly to construct, surely it was of the utmost importance to them to know what other nations were doing, how far they had succeeded, and how far they had failed. They might observe that certain tendencies in legislation were characteristic of particular periods: that there were certain subjects on which both our own Empire and other nations seemed to be concentrating their attention. For example, during the last two years there had been passed 35 Acts and ordinances dealing with children, and 127 Acts and ordinances dealing with crime in all its aspects, and exhibiting clearly the tendency to discriminate between the habitual or professional and the occasional criminal. It was as if there were a wave of feeling passing over the world on particular subjects which swept Legislatures with it. Moreover, they had to take account of subjects which were not imminent to them at the present time. They had the young Legislatures of the West and South in America, Australia, and New Zealand, proceeding to deal with new topics which some day we might also have to deal with; and it was of the greatest value to know what those countries were doing, what they were aiming at, and what success they were achieving in those strange experiments.

Sir COURTENAY ILBERT subsequently read a paper giving a review of the work of the society during the 14½ years of its existence. Communications had been addressed to the Governments of the several British possessions in different parts of the world with the view of obtaining information about the existing conditions of their statute law, and a great quantity of useful information had been collected. They had also sought to give some account of the course of legislation throughout the British Empire, and, so far as possible, in foreign countries. For every year since 1895 they had brought out in their journal a summary of current legislation, published as soon as possible after sufficient time had elapsed for collecting, tabulating, digesting, and summarizing their materials. They had thus succeeded in doing a piece of work which experience had proved to be of great practical value and which had been much appreciated throughout the British Empire. There were many directions in which they would like to extend their work. They had always cherished hopes of being able some day or other to form, as the French Society of Comparative Legislation, aided by the French Government, had formed, a library specially devoted to comparative legislation and comparative law. To most of them the formation of such a library as that, and its proper housing and care, seemed to be a dream which would have to wait for its realization until some useful millionaire should come to their help. But they were now able to say that they were in a position to form at least the nucleus of such a library. One of their most active members, Mr. Schuster, of Lincoln's Inn, had made a collection of books and periodicals specially bearing on comparative law and comparative legislation, and had offered to present that collection to the society and to make the room in which it was housed, at all events for the present, available for the use of those who wished to consult its contents. That offer had been gratefully accepted.

The Selden Society.

At the last council meeting of the Selden Society (the Master of the Roll presiding), Mr. J. E. W. Rider, of 8, New Square, Lincoln's Inn, was elected honorary treasurer in the place of Mr. F. K. Munton resigned.

It was moved by Mr. Renshaw, K.C., and seconded by Mr. Pennington, and unanimously resolved: "That the council desire to record their grateful thanks to Mr. Francis Kerridge Munton for the many services rendered by him to this society, of which he was from its foundation a member of the executive committee, and especially for the ability and untiring zeal with which he discharged, first, the duties of hon. secretary during the critical period of the reconstitution of the society in 1894-5, thereby substantially contributing to its subsequent success; and secondly, the duties of hon. treasurer for the period of more than thirteen years from that time to the present—duties which have been faithfully carried out in the face of much difficulty from illness; and the council trust that the rest which he has so well earned may conduce to the complete restoration of his health."

Law Students' Journal.

The Law Society.

STUDENTSHIPS, 1908.

THE Council, acting on the recommendation of the Legal Education Committee, has made the following award of studentships, subject to the conditions prescribed in the Regulations:—

STUDENTSHIPS OF THE ANNUAL VALUE OF £50, TENABLE FOR THREE YEARS.

CLASS A.

(Candidates under 19, not yet articled.)

1. Mr. John Dudley Whyte. (Mr. Whyte was educated at Fairleigh School, Weston-super-Mare, and at Dulwich College.)

2. Mr. Guy Robert Crouch. (Mr. Crouch was educated at Stoneleigh, Folkestone, and at Marlborough College.)

CLASS B.

(Articled clerks having not less than three years, or, being graduates, not less than two years, to serve.)

1. Mr. Atherton Richard Norman Powys. (Mr. Powys was educated at University College School, London, and is articled with Mr. George Broadbent, of London.)

2. Mr. Charles Melville Melville-Bergheim. (Mr. Melville-Bergheim was educated at Hill Side School, Godalming, and at Charterhouse School, and is articled with Mr. Elliot F. Barker, of London.)

STUDENTSHIPS OF THE ANNUAL VALUE OF £40, TENABLE FOR TWO YEARS.

CLASS C.

(Articled clerk having not less than two years to serve.)

Mr. Hugh Burgess Hughes. (Mr. Hughes was educated at Easthorne Preparatory School, Lowestoft, and at Lowestoft College, and is articled with Mr. Arthur Howlett, of London.)

PRIZES FOR THE SESSION 1907-8.

The Council, acting upon the recommendation of the same Committee, has made the following awards of prizes in respect of the work done by the students attending the society's lectures and classes during the session 1907-8:—

FINAL STUDENTS.

1st prize (books value five guineas), Mr. P. J. Bretherton (formerly articled with Mr. F. H. Bretherton, of Gloucester).

2nd prize (books value three guineas), Mr. Leslie Farnfield (formerly articled with Mr. H. E. Farnfield, of London).

3rd prize (books value two guineas), Mr. C. A. Sutherton Russ (articled with Mr. C. A. Russ, of London).

Prizes would have been awarded to Mr. A. D. S. Rogers, LL.B., articled with Mr. F. W. Darch, of London, and to Mr. B. A. Schooling, articled with Mr. W. Gamble, of London, but for the fact that these gentlemen were awarded prizes last session.

Mr. J. F. Heathcote Carter, formerly articled with Mr. Charles Butcher, of London, is deserving of honourable mention.

INTERMEDIATE STUDENTS.

1st prize (books value three guineas), Mr. C. M. Melville-Bergheim (articled with Mr. Elliot F. Barker, of London).

2nd prize (books value two guineas), Mr. A. R. N. Powys (articled with Mr. George Broadbent, of London).

By order of the Council,

26th June, 1908. E. W. WILLIAMSON, Secretary.

Calls to the Bar.

The following gentlemen were called to the Bar on Wednesday :—

LINCOLN'S INN.—N. de M. Bentwich (studentship, C.L.E., Hilary, 1908), Trin. Coll., Camb., M.A.; L. A. P. O'Reilly (certificate of honour, C.L.E., Easter, 1908); Jackson Wolfe (otherwise known as Joseph Jackson Wolfe) (certificate of honour, C.L.E., Trinity, 1908), B.A., LL.D., first class honours R.U.I., formerly a solicitor in Ireland, gold medallis and Findlater law scholar, solicitors' final examination (Ireland); Vithalbhai Javerbhai Patel (certificate of honour, C.L.E., Trinity, 1908); R. W. Fowell (certificate of honour, C.L.E., Michaelmas, 1907); P. J. Probyn, D.S.O., M.B., B.S. (Lond.), M.R.C.S. (Eng.), L.R.C.P. (Lond.), D.P.H. (Lond.), major, R.A.M.C.; J. Royeppen, B.A., Cantab.; R. B. Wilson; L. T. Hibbert, Lincoln Coll., Oxford; A. Mangena; C. A. Kirby, Magdalen Coll., Oxford; H. P. Rashleigh, Exeter Coll., Oxford; J. Johnston, Glasgow Univ., M.A.; Maun San Wa; T. L. Crombie, St. John's Coll., Oxford; Kumar Keshabendra Krishna Deb; Venkatesh Trimbakrao Deshmukh; Shanker Yadeorao Deshmukh; Feriole St. Regis Surita; Charanjit Rai, Punjab Univ., B.A.; Kewal Krishna; E. F. Quartey; H. S. Bell; E. Ingham; Nand Lal, Downing Coll., Camb., B.A., LL.B.; Shaikh Muhammad Iqbal, Trin. Coll., Camb.; Santi Priya Basu; R. W. Turnbull, Trin. Coll., Camb.

INNER TEMPLE.—W. A. Greene, B.A.Oxford, holder of a studentship awarded Trinity Term, 1908; E. H. S. Bligh, B.A.Camb., certificate of honour awarded Hilary Term, 1908; H. W. Sconce, M.A.Camb.; F. G. Stevens, B.A.Oxford; Brajlal Nehru, B.A.Oxford; J. A. C. Highmore, Oxford; D. Donkin, B.A.Oxford; P. J. G. Rose, B.A.Camb.; J. C. M. Garnett, B.A.Camb.; J. B. Johnson; H. Watkinson, B.A.Oxford; R. K. McDermott, B.A.Oxford; G. A. Buchanan, M.A.Oxford; G. T. Fizgerald, LL.B.Camb.; E. H. Pistorius, B.A.Camb.; E. E. Leader, B.A.Camb.; F. M. Hicks, B.A.Oxford; Anandi Prasad Dubé, Oxford; R. B. Farrer, Oxford; E. L. Brayshaw, B.A.Camb.; J. Dekker, B.A.Oxford; Samuel Thomas (Srinivasagam); C. M. Barber, B.A.Oxford; R. Rankin, Camb.; F. Reid, B.A.Oxford; F. P. Croshaw, B.A.Camb.; H. N. Howarth, M.A.Oxford; J. Flowers, B.A.Oxford; W. S. Dixon, M.A.Oxford; W. H. Whitehouse, M.D.Durham; W. van Breda, B.A., LL.B.Camb.; George Thomas; F. J. Newman; R. F. Hayward; and W. E. Thrash, B.A.Camb.

MIDDLE TEMPLE.—R. W. Holland, M.Sc., LL.B., Victoria Univ., Manchester (certificate of honour, C.L.E., Michaelmas, 1907); S. Packer, B.A., Oxford; W. G. Gillings; A. E. Tillman; E. R. Macmullen, B.A., Trin. Coll., Camb.; A. H. R. W. Poyser, B.A., Oxon.; R. E. Cornwall; A .G. T. Settle; S. D. S. Jones, Keble Coll., Oxford; Jotindra Kumar Roy; F. O. Low; Har Dyal; S. A. G. Cox; J. J. Lambert; Moung Bah Soe; Mirza Ali Reza Khan, M. A., Bombay Univ.; Indra Narayan; Kandathil Koshy Chakko; A. H. Pargeter; W. J. Ramsey, B.A., LL.B., Camb.; R. W. Needham; A. Bryan; J. D. Cassels; A. B. B. de Tscharner, B.Sc.Berne; E. J. Purchase, M.A., Wadham Coll., Oxford; Bhugwandin Dubé, M.A., LL.B.; K. J. Beatty; J. Wylie; A. T. Miller.

GRAY'S INN.—F. M. S. Bowen; H. W. E. Manisty, Staff Paymaster, R.N.; Jaggan Nath, Univ. of Edinburgh; Satya Prosad Mitra; Kalipurayath Ramunni Nair, Emmanuel Coll., Camb., B.A. Madras Univ.; F. A. Wray; R. P. Goffe; C. B. Cooper; J. W. Lloyd Langford-James, M.A., Christ Church, Oxford; E. V. David; Albert Crew, Lee prizeman, Gray's Inn, 1908; F. R. Dragten, Gonville and Caius College, Camb.; Khushi Ram; Nagendranath Goswami; Horatio Aung Din; A. R. Wountner, formerly a solicitor; E. J. B. Oxenham; J. L. Nanson; A. H. Williams, formerly a solicitor.

The Council of Legal Education.

The following are the results of the general examination of students of the Inns of Court, held in Lincoln's Inn Hall, on the 1st, 2nd, 3rd, 4th, and 5th inst. L.I. means Lincoln's Inn, I.T. Inner Temple, M.T. Middle Temple, and G.I. Gray's Inn :—

ROMAN LAW.

The following students passed in Roman LAW :—

Class I.—Robert Fortune, M.T.; Herbert McGladery, G.I.; Herbert William Shove, M.T.; Alfred James Smith, G.I.

Class II.—George Reinhold Barclay, L.I.; Reginald Charlton Carrington, G.I.; Adrian John Clark and William Edward Pears Done, I.T.; Charles Fortescue Garstin, M.T.; William George Gresham Leveson-Gower and Arthur Sydney Lucy, I.T.; Alexander Thomas Miller, M.T.; Rabindranath Mitter, L.I.; Laurel Cecil Francis Oldfield, John Edward Yonge Radcliffe, and Israel Isidore Rubinowitz, I.T.; Krishna Lakshman Sheorey, L.I.; Charles Smith and Ardesar Hormasji Madia, M.T.

Class III.—Cyril Bruyn Andews, Spencer Cocking Ashlin, and Ronald Gorell Barnes, I.T.; Himansu Mohon Basu and Nripendra Nath Basu, G.I.; Rustam Dinshawjee Batliwala and Tristram de la Poer Beresford, M.T.; William Percival Gratwicke Boxall, jun., L.I.; Frederick William Broderick, John James Buchan, and Samuel Spencer Alfred Cambridge, G.I.; Udharam Bherumal Chandiramani, L.I.; Chit Hla, M.T.; Eric Francis Cliff, G.I.; James Connery, L.I.; Basanta Kumar Das, Henry Foster Handley Derry, and Claudius Dyonisius Hotobah During, M.T.; Kenward Wallace Elmslie, I.T.; Walter Herbert Evans, G.I.; George Douglas French, I.T.; Stephen Gaselee, L.I.; Ralph Westgate Green, M.T.; John Greenwood, I.T.; William Ashley Gregory and Hugh William Lawton Hacker, M.T.; Henry Leslie Harvey, G.I.; Syed Abul Hasaan, M.T.; Herbert Philip Hilton, G.I.; Syed Jafer Hossein, John David Ivor Hughes, and Syed Zair Hussain, M.T.; Rafiq Mohammad Khan, L.I.; Clifford Michael Lewis, I.T.; Hugh Campbell Gemmel Macindoe, M.T.; Mohamad Din Malak, G.I.; George Cyril McFarlane May, L.I.; Meghnad Mitter and Ebrahim Hashim Moosajee, M.T.; Mallampally Narasimham, G.I.; George John Ernest Neville, I.T.; Kalarakhal Govinda Gopala Pillai and Raghunandan Prashad, M.T.; William Thomas Price, G.I.; Carrol Romer and William Frederic Rushton, I.T.; Stopford Harold Rylett, M.T.; Robert Samuel Sackey, L.I.; Benoyendra Nath Sen, G.I.; Madan Mohan Sinha, M.T.; William Thomas Snell, G.I.; William Patrick Spens and Nanjangud Subbarao Subbarao, I.T.; Abdul Karim Tahirkai and Edwin Arthur Tilley, L.I.; William Arthur Wardley, I.T.; Sidney Johnson Watts, Alfred Bertrand Wessels, and Walter Reginald Wilkin, M.T.

Examined, 106; passed, 78. Two candidates were ordered not to be admitted for examination again until the Hilary examination, 1909.

CONSTITUTIONAL LAW AND LEGAL HISTORY.

The following students passed in Constitutional Law (English and Colonial) and Legal History :—

Class I.—No award.

Class II.—Risdon Bennett, M.T.; Bhobendra Nath Bose, L.I.; Adrian John Clark, William Irwin Robert Crowder, and Nathaniel Francis Banner Osborn, I.T.; Johannes Jacobus Smith, M.T.; Shrikrishna Gunaji Velinker, L.I.

Class III.—Ali-Uddin Ahmad, M.T.; Illtyd Allan, G.I.; Harry Atkin, I.T.; John Robert Theodore Baboneau, G.I.; Dalgairns Arundel Barker, Ronald Gorell Barnes, and Joseph Samuel Bridges, I.T.; Reginald Charlton Carrington, G.I.; William Edward Carter, I.T.; Divan Khan Chand, M.T.; Montmorency Beaumont Checkland, I.T.; Fazl Mohammed Chishty and Jeffreys Lewis William Collinson, L.I.; William Martin Cubitt, I.T.; Thomas Edward Curtis, G.I.; Basanta Kumar Das and Paul August Felix David, M.T.; Arthur Davies, L.I.; Maurice Vigier de Latour, M.T.; John Discombe and William Alexander Dow, G.I.; Herbert Dulley, Noel Charles Antoine Edmond Duvivier, M.T.; Henry Laidlaw Garland Edwards and Kenward Wallace Elmslie, I.T.; Edgar James Ereaut, M.T.; Charles Glyn Evans, I.T.; Shaikh Firozuddin and George William Victor Fisk, L.I.; Robert Fortune and Kenneth Francis, M.T.; Noel William Freeman, I.T.; Frederic William Galloway and Donald Stewart Macleod Goldie, M.T.; John Greenwood, I.T.; Hugh William Lawton Hacker and William Reginald Howard, M.T.; Charles Maxwell Trelawny Irving, L.I.; Bertram Rolfe Jackson, I.T.; Jagmander Lal Jaini and Edwyn Llewellen Jones, G.I.; Charles Mendel Kohan, I.T.; Brij Lal, M.T.; Maung Lat, L.I.; Henry Gerrard Lunn, M.T.; Arunachalam Mahadeva, L.I.; Suleiman Moosaji Mango, M.T.; Samuel Edgar Martin, L.I.; Herbert McGladery and Syed Zafer Mehdi, G.I.; Alexander Thomas Miller, M.T.; Lewis Moses, L.I.; Myat Nyein, M.T.; Jonas Lewis Myers, Raymond Ewings Negus, Cecil Grantham Page, Frederick William Pepperell, David Ramsay, and Edgar Francis Robinson, I.T.; Sidney Salomon and Charles Thomas Samman, M.T.; Nosser Fardoonji Seervai and Anupchand Melapchand Shah, G.I.; Mohinder Singh, L.I.; Ivan Edward Snell, I.T.; Leopold Bernhard Sommerfield, M.T.; William Patrick Spens, I.T.; Leslie Hayward Strudwick, M.T.; Stanley William Sykes, I.T.; Nathu Ram Tanan, G.I.; Moung Tha Din, Sukadeva Prasad Varma, Subramanyam Vepa, Charles Wellesley Welman, Alfred Bertrand Wessels, and Walter Reginald Wilkin, M.T.; Richard Holdsworth Williams and Samuel Worthington, I.T.; Shaikh Zahur-Admad, L.I.

Examined, 126; passed, 86. Six candidates were ordered not to be admitted for examination again until the Hilary examination, 1909.

CRIMINAL LAW AND PROCEDURE.

The following students passed in Criminal Law and Procedure :—

Class I.—Charles Frederic Belcher and Sarat Kumar Chakravarti, G.I.; George Douglas French, I.T.; Alexander Thomas Miller, M.T.

Class II.—William Robert Colquhoun Adcock, G.I.; Varaganeri Venkatesa Subramaina Aiyar, L.I.; William Valentine Aldridge, M.T.; Edgar William Battenberg, G.I.; Robert Kingsley Chappell, I.T.; Philippe Joseph Cuylits, M.T.; Nuthia David Devadoss, I.T.; John Discombe, G.I.; Henry Somerset Fitzroy, I.T.; Bernard Guinsberg, G.I.; John Campbell Hannah, I.T.; Benjamin Honour, Ardeshir

Maneckji Masani, and Parashuram Gopal Masurekar, M.T.; Kalipuzayath Ramunni Nair, G.I.; Sajbu Shankar Ranguekar, L.I.; Edgar Francis Robinson, I.T.; Henry Sacher, M.T.; Vinayak Damodar Savarkar, G.I.; Shrikrishna Gunaji Velinker, L.I.

Class III.—Ali-Uddin Ahmad, M.T.; Maung Ba Dun, L.I.; Thomas Balston, I.T.; George Reinhold Barclay, L.I.; Ronald Gorell Barnes and Bertie Bowman Barton, I.T.; Himansu Mohon Basu, G.I.; Thomas George Bedford and Tristram de la Poer Beresford, M.T.; Jnanadabhiram Borooah, G.I.; Kiran Chandra Bose and George Frederick Leslie Bridgman, M.T.; Montmorency Beaumont Checkland and Adrian John Clark, I.T.; Ernest Astley Clinch and August Cohn, M.T.; William Charles Cross, G.I.; Frank Dargan, M.T.; Samuel Victor Lino Davies, L.I.; Richard Frederick Henry Shelton de Saram, I.T.; Sydney Burnaby Wood D'Esterre, L.I.; Douglas Dewar, I.T.; Mohamed Shamsud Din, Noel Charles Antoine Edmond Duvivier and Frank George Enness, M.T.; Frank Noel Evans, I.T.; John Foreman, M.T.; Noel William Freeman, I.T.; Dhirender Chunder Ghose, L.I.; Clement William Osmund Gibson, M.T.; Lindsay Harold Haynes, L.I.; Patrick Kirkman Hodgson, I.T.; George Louis Hutchinson, G.I.; Hugh Henry Francis Hyndman, I.T.; Walter Howell Williams Idris, M.T.; Douglas Illingworth, I.T.; Donald Lane Ingpen, M.T.; Arthur McWilliam Lawson Johnston, I.T.; Mohomedally Tyebjee Kaderbhoy, Mul Chand Kapur, and Henry Albert Kennedy, G.I.; Abdul Hamid Khudadad Khan, M.T.; John Leopold King, G.I.; Charles Mendel Kohan, I.T.; Bhojraj Lalchand Kundanani, L.I.; Edward Charles Ponsonby Lascelles, I.T.; Victor Osbond Lessey, G.I.; Mukhbain Singh Malik, M.T.; Gerald Poynton Mander, I.T.; Coimbatore Soobra Mani, L.I.; John William Ashley Maude, I.T.; Dina Nath Mehra, G.I.; Ardeshir Pherozeshah Mehta, L.I.; Ivo Eedes Melvill, I.T.; George Henry Mills, L.I.; John Vivian Gottlieb Mills, M.T.; Alexander Cameron Mitchell, jun., and Satish Chandra Mitra, L.I.; Prithiraj Mitter, M.T.; David Henry Carmichael Monro, L.I.; Leopold George Esmond Morse, I.T.; Emanuel Charles Moryoseph, L.I.; Myat Nyein, M.T.; NaiChitr, G.I.; William Alexander Paterson, M.T.; Singaravaloo Ruthnum Pather, L.I.; Lancelot Pears, M.T.; Vaman Vishun Phadke, G.I.; Pindi Das Sabherwal and Solomon Saffer, M.T.; Har Bakhsh Singh, G.I.; Gordon Smith, L.I.; Ruthven Whitewright Stuart and Nanjangud Subbarao Subbarao, I.T.; Maung Tin, M.T.; Manekal Mulshanker Vyas, G.I.; William Arthur Wardley and George Williamson, I.T.; Edward Robert Woodward, M.T.; Charles Cecil Yates, I.T.; Shaikh Zahur-Ahmad, L.I.; Syed Mohomed Zahur-Ali, G.I.

Examined, 142; passed, 106. One candidate was ordered not to be admitted for examination again until the Hilary examination, 1909.

REAL PROPERTY AND CONVEYANCING.

The following students passed in Real Property and Conveyancing:—

Class I.—William Montagu Hughes-Hughes and George Douglas Johnston, I.T.

Class II.—John Campbell Hannah and Kenneth McIntyre Kemp, I.T.; Alexander Thomas Miller, M.T.; James Victor Nesbitt, I.T.

Class III.—Sidney Abrahams, M.T.; Frederick Octavius Arnold and Frederick Spencer Arnold Baker, I.T.; Arnold Harding Ball, G.I.; Thomas Balston, Bertie Bowman Barton, and Eastman Bell, I.T.; George Lewis Bruce, L.I.; William Gordon Campbell, G.I.; Robert Kingsley Chappell, I.T.; Ernest Bovell Connell, M.T.; Ernest Evans, L.I.; Henry Somerset Fitzroy, I.T.; Reginald George Gill, L.I.; Claud Lovelace Harte-Lovelace, G.I.; Syed Shumsul Huque, L.I.; Hugh Berenger Kendall, I.T.; Moung Kyin and Arunachalam Mahadeva, L.I.; Gerald Tattersall Moody, G.I.; Nai Chom, Ockert John Olivier, Hon. Bertie Brabazon Ponsonby, Charles Edward Leathart Roe, Edgar Francis Robinson, Israel Isidore Rubinowitz, and Alan John Lance Scott, I.T.; Indu Bhushan Sen, M.T.; Alexander Shaw and Cecil Henry Farrer Thompson, I.T.; Thomas Vosper, M.T.; William Arthur Wardley, I.T.; James Whitehead, G.I.; Dan Ifor Williams, M.T.; Hugh Ransome Stanley Zehnder, G.I.

Examined, 54; passed, 41.

HINDU AND MAHOMEDAN LAW.

The following students passed in Hindu and Mahomedan Law:—

Class I.—Parashuram Gopal Masurekar, M.T.

Class II.—Hormusjee Munchershaw Mehta and Prithiraj Mitter, M.T.

Class III.—Sohrab Byramji Banaji and Lal Chand, M.T.; Frederick William Pepys Cockerell, L.I.; Hemantakumar Ghose, G.I.; Ibn-I-Ahmad, L.I.; Dina Nath Mehra, G.I.; Brahma Sahay, L.I.; Mohammad Shareef, Iruch Jehangir Sorabji, and Manekla Mulshanker Vyas, G.I.

Examined, 18; passed, 13.

ROMAN-DUTCH LAW.

No award. Examined, 1.

FINAL EXAMINATION.

Class I. (in order of merit) (certificates of honour).—Wilfrid Arthur Greene, I.T.; studentship of 100 guineas per annum, tenable for three years; Jackson Wolfe and Vithalbhai Javerbhai Patel, L.I.

Class II. (in order of merit).—Clement Milton Barber, I.T.; Alexander Thomas Miller, M.T.; Percy Jesse Gowlett Rose, I.T.; John Wylie, M.T.; Cyril Dunstan Shaw, L.I.; Walter James Ramsey and William Hemming Stuart, M.T.; Thomas Arthur Drysdale, L.I.; Israel Isidore Rubinowitz, Adrian Leigh Lemon, and Walter Ernest Thrash, I.T.; Henry Milne Radcliffe, M.T.; Jules Charles Alexis Leclezio, M.T.; the Hon. Robert William Hugh O'Neill, I.T. (Mr. Leclezio and Mr. O'Neill bracketed equal); Wentworth Martyn Gurney, L.I.; Arthur Lucas, G.I.

Class III.—(In alphabetical order.)—Chimanlal Bhudar Bhojuck, M.T.; John Herbert Boraston and Edmund Leonard Brayshaw, I.T.; Kandathil Koshy Chakko, M.T.; William Arthur Chance and Cyril Blair Cooper, G.I.; Harry Douglas Cooper and Theon Constantine Cotroni, M.T.; Oliver Henry Covington, L.I.; Soloman Alexander Gilbert Cox, Serabjee Adarjee Dalal, and Edgar Thornley Dale, M.T.; Jiban Kumar Das Gupta, L.I.; Bal Kishun Dass and Gaur Mohan De, G.I.; James Dekker, I.T.; Shanker Yadeorao Deshmukh and Venkateah Trimbakrao Deshmukh, L.I.; Anandi Prasad Dubé, Lucius George Patrick Eiffe, and Frederick William Evans, I.T.; Edward Percy Everest, M.T.; Frederick Fenton, Banister Flight Fletcher, and James Clerk Maxwell Garnett, I.T.; Paul Antoine Frederick Pierre Geneve, M.T.; Rowland Parkinson Goffe, G.I.; Leslie Gordon, M.T.; Eric Gore-Browne, I.T.; Henry Broome Durley Grazebrooke, G.I.; Roger Evans Hall, I.T.; Neils Jonas Dowona Hammond and Luke Taylor Hibbert, L.I.; Joseph Anthony Cutcliffe Highmore, I.T.; William Christopher Howe and Edward Hulse, M.T.; John Ben Johnson, I.T.; Sydney Douglas Selbourne Jones and Bhikaji Byramji Kanga, M.T.; Martin Schlesinger Kisch and Cecil Edward Mellish, L.I.; Satya Prosad Mitra, G.I.; Alla George Mossop, I.T.; Paul Bourchier Moxon, Basudha Kanta Nag, and Khagendra Chandra Nag, L.I.; Kalipuzayath Ramunni Nair and Kidar Nath, G.I.; Brajlal Nehru, I.T.; William Frederick Newberry, G.I.; Rupert Charles Ollivant, I.T.; Arthur Hampden Ronald Wastell Poyser, M.T.; Arnold Herbert Falk Pretty, I.T.; Percy John Probyn, L.I.; Robert Rankin, I.T.; William Robinow, L.I.; Jotindra Kumar Roy, M.T.; Maung San Wa, L.I.; Prabhat Chandrad Sen, G.I.; Alfred George Towers Settle, M.T.; Mohammad Shareef, G.I.; Mohamed Masudul Hasan Siddiqi, L.I.; Gur Prasada Sinha, G.I.; Kow Soon Kim, M.T.; Samuel Thomas Srinivasagam, I.T.; Alured Humphrey Williams, G.I.; Richard Bethell Wilson, L.I.; Francis Aslett Wray, G.I.; Joseph Michael Xavier, M.T.

Examined, 128; passed, 88. Two candidates were ordered not to be admitted for examination again until the Hilary examination, 1909.

Legal News.

Changes in Partnerships.

Admission.

Messrs. Longbourne, Stevens & Powell, of 7, Lincoln's-inn-fields, W.C., solicitors, have taken into partnership Mr. ARTHUR COLLIN MOORE.

Dissolutions.

ARTHUR BLACK, ROBERT SINGLETON GARNETT, and ALEXANDER MACGREGOR BLACK, solicitors (Black & Garnett), 2, Clement's-inn, Strand, London, June 30. [*Gazette*, June 30.

General.

A sitting of the Court of Criminal Appeal was fixed for yesterday (Friday). There are stated to be at present about eight final appeals and twelve applications in the list for hearing.

At the Bristol Assizes on Saturday last, says the *Times*, before Mr. Justice Phillimore, George Lilley, a solicitor, pleaded guilty to several indictments charging him with fraudulently converting to his own use several sums of money which had been entrusted to him. The learned judge sentenced the prisoner to 15 months' imprisonment with hard labour.

In a case before Mr. Justice Swinfen Eady on Saturday last, counsel mentioned, says the *Standard*, that the solicitor, Mr. John Butler, who instructed him, had been 66 years on the rolls, and was 88 years of age. The Judge: Has he really? He must be one of the very oldest, if not the oldest, solicitor taking out a certificate, and I congratulate him. [We have not yet identified the gentleman referred to in the Law List. Is there a mistake as to the name?]

At the Central Criminal Court on the 29th ult., Richard Cogan Mason (formerly a solicitor) and John James Arnsby Soper, solicitor, were sentenced on an indictment charging them with having, as trustees of a sum of £145 1s. 2d. for the use and benefit of Miss Jessie Davidson Robertson, unlawfully and with intent to defraud, converted the money to their own use and benefit, as to Mason to five years' penal servitude, and as to Soper to three years' penal servitude. Mr. Justice Ridley refused leave to appeal to the Court of Criminal Appeal.

On the 25th ult., on the motion of Lord Alverstone, the Criminal Appeal (Amendment) Bill was read a second time in the House of Lords. In the course of the discussion, Lord James of Hereford said that when, many years ago, he made proposals for a Court of Criminal Appeal it was prophesied that it would be impossible to create such a court in this country, that there would be a glut of appeals, that many judges would have to be appointed to administer it, and that nothing but evil would result. Such prophecies were uttered in both Houses of Parliament, and even by judges. He now claimed, as one who had always had the establishment of such a court at heart, that the experience they had had of its working had proved all those prophecies to be unsound. He thought the country was much indebted to Lord Loreburn for the part he had taken in passing the Act, which had been drawn with singular wisdom and ability. The Act had also been wisely administered, and the judges had set themselves anxiously to the work cast upon them. The Bill was read a third time on Tuesday.

A young lawyer, whose cases were few, was, says an American legal journal, asked to defend a poverty-stricken tramp accused of stealing a watch. The lawyer pleaded with all the ardour at his command, drawing so pathetic a picture with such convincing energy, that at the close of his argument the court was in tears, and even the tramp wept. The jury deliberated but a few minutes and returned a verdict of "Not guilty." Then the tramp drew himself up, tears streaming down his face as he said: "Sir, I have never before heard ro grand a plea. I have not cried since I was a child. I have no money with which to reward you, but" (drawing a package from the depths of his ragged clothes) "here's that watch; take it and welcome."

In response to the toast of "His Majesty's Judges," at the Mansion House dinner to the Judges, the Lord Chancellor, says the *Times*, observed that last year he was able to state that in a short time it was expected that the whole of the list in the House of Lords would be cleared. Since that time it had been twice cleared, and the House of Lords had been obliged to rise twice this year because there were no other causes. The Privy Council had repeatedly finished its list in the last two years, and, he believed, would do so again in a few days. In the Court of Appeal, where for a considerable time there had been arrears—not due to any neglect on the part of the Judges—a special effort had been made, and that list had been so reduced that it had assumed its normal proportions. That was due primarily to the Master of the Rolls and his colleagues, but he would be wrong if he did not also add that the Lord Chief Justice and the President of the Probate Division had for that purpose rendered public services for which he thought there should be ample gratitude at the hands of the country. The other Courts were also in a satisfactory condition.

On Monday last, in the House of Lords, says the *Times*, Lord Balfour asked whether the attention of the Government had been called to the case of a prisoner charged with a serious crime, in regard to which the jury were unable to agree on a verdict, and whether it was the case that a period of five months must elapse before any further trial could take place. He said he understood it had now been decided not to prosecute further in this case, but the general question still remained. If it was ever likely to be necessary, owing to the disagreement of a jury, to detain a prisoner for five or six months, the attention of those responsible ought to be directed to the matter with a view of diminishing the possibility of such delay. The Lord Chancellor said the case in question related to murder. That was one of the crimes that could not be tried otherwise than by a judge of the High Court or by a commissioner of assize, or somebody holding His Majesty's commission entitling him to try the case. Murder cases were not very common, and the disagreement of juries was not very common. The judge in the exercise of his discretion said that this case was to go over to the next assizes. In the view of the fact that the Attorney-General had since entered a *nolle prosequi*, he inferred that this course was adopted because the judge thought the man ought not to be put on his trial again. The judge could, if he had wished, have tried the case again at once, or have tried it at the end of the assizes, or a new commission might have been issued for trying the case at any time. There was also power under Act of Parliament by which the Attorney-General could remove a case to the Central Criminal Court. He must not be understood as expressing the definite opinion that that procedure would have been applicable to the case in question, but at all events there was the Statute. No one felt more strongly than he that it was very inexpedient that persons awaiting trial should be confined for any considerable length of time. In the ordinary kind of cases he thought there ought to be a far more liberal admission to bail than there was at present. He could not too strongly express that view. The great majority of people accused had no means or thought of escaping. He would be very glad to learn that to allow bail had become the rule rather than the exception.

The Property Mart.

Result of Sale.

Reversions, Life Policies, Shares and Absolute Interest.

Messrs. H. E. Foster & Cranfield held their usual Fortnightly Sale (No. 862) of the above-named Interests, at the Mart, Tokenhouse-yard, E.C., on Thursday last, when the following Lots were sold at the prices named:—

ABSOLUTE INTEREST in one-fifth of £7,390	Sold	£810
ABSOLUTE REVERSION to £1,043 18s.; also to £694	,,	725
To £1,126	,,	650
REVERSION to £600	,,	430
FULLY-PAID POLICY for £2,463	,,	1,445
INTEREST in Policies of Assurance	,,	25
TAYLOR'S PATENT SHUNTING LEVER, LIMITED, 4,700 Ordinary Shares of £1 each, fully paid	,,	940
CRYSTAL PALACE DISTRICT CEMETERY CO., LIMITED, 130 Shares of £5 each; fully paid	,,	390

Sales of the Ensuing Week.

July 6.—Messrs. Weatherall & Green, at the Mart, at 2: Freehold Ground-rent (see advertisement, back page, June 20).

July 7.—Messrs. Debenham, Tewson, & Co., at the Mart, at 2: Long Leasehold Property (see advertisement, back page, June 13).

July 7.—Messrs. Hampton & Sons, at the Mart: Freehold and Leasehold Investments, Freeholds, &c. (see advertisement, page v., June 13).

July 8.—Messrs. Edwin Fox & Bousfield, at the Mart, at 2: Long Leasehold Property (see advertisement, back page, June 20).

July 8.—Mr. Samuel Wolbranch, at the Mart, at 2: Freehold Ground-rents, Business or Residential Property, and Freehold Building Site (see advertisement, page iii., June 27).

July 9.—Messrs. Farebrother, Ellis, & Co., at the Mart, at 2: Freehold Ground-rents (see advertisement, page iii., June 27).

July 9.—Messrs. Douglas, Young, & Co., at the Old Town Hall, Cardiff, at 3: Valuable Freehold Sites and Buildings (see advertisement, page iv., May 30).

Court Papers.

Supreme Court of Judicature.

Rota of Registrars in Attendance on

Date.	Emergency Rota.	Appeal Court No. 2.	Mr. Justice Joyce.	Mr. Justice Swinfen Eady.
Monday ...July 6	Mr Bloxam	Mr Farmer	Mr Tindal King	Mr Greswell
Tuesday 7	Leach	Borrer	Bloxam	Beal
Wednesday 8	Farmer	Greswell	Leach	Goldschmidt
Thursday 9	Goldschmidt	Beal	Farmer	Church
Friday 10	Church	Goldschmidt	Borrer	Synge
Saturday 11	Beal	Church	Greswell	Theed

Date.	Mr. Justice Warrington.	Mr. Justice Neville.	Mr. Justice Parker.	Mr. Justice Eve.
Monday ...July 6	Mr Church	Mr Leach	Mr Theed	Mr Goldschmidt
Tuesday 7	Synge	Farmer	Tindal King	Church
Wednesday 8	Theed	Borrer	Bloxam	Synge
Thursday 9	Tindal King	Greswell	Leach	Theed
Friday 10	Bloxam	Beal	Farmer	Tindal King
Saturday 11	Leach	Goldschmidt	Borrer	Bloxam

Winding-up Notices.

London Gazette.—Friday, June 26.

JOINT STOCK COMPANIES.

Limited in Chancery.

Cosmopolitan Press Limited.—Petn for winding up, presented June 18, directed to be heard July 7. Clifford & Co., Finsbury pavement, solrs for petners. Notice of appearing must reach the above-named not later than six o'clock in the afternoon of July 6

Iberian Association, Limited.—Creditors are required, on or before July 17, to send their names and addresses, and the particulars of their debts or claims, to Newman Mayo Ogle, Worcester House, Walbrook, liquidator.

Monk & Schuppisser, Limited. (In Voluntary Liquidation).—Creditors are required, on or before July 26, to send in their names and addresses, and the particulars of their debts or claims, to Thomas Fenwick Greves, 36, Bread st. Fitzgerald, solor for liquidator

National Opalite Glazed Brick and Tile Syndicate, Limited. (In Voluntary Liquidation).—Creditors are required, on or before August 14, to send their names and addresses, and the particulars of their debts or claims, to Thomas Smethurst, 26, Pall Mall, Manchester. Chapman & Brooks, Manchester, solors for liquidator

North-Western Exploration Co, Limited.—Petn for winding up, presented June 22, directed to be heard on July 7. Parker & Richardson, Friars House, New Broad st, petners. Notice of appearing must reach the above-named not later than six o'clock in the afternoon of July 6

Quinine Bitters Manufacturing Co, Limited. (Old Company).—Creditors of the old company are required, on or before August 13, to send their names and addresses, and the particulars of their debts or claims, to Thomas Gee, at the offices of the Company, Mincing-ln, Llanelly, South Wales

London Gazette.—Tuesday, June 30.

JOINT STOCK COMPANIES.

Limited in Chancery.

Amber Resin Co, Limited—Creditors are required, on or before Aug 10, to send their names and addresses, and the particulars of their debts or claims, to A. Cunningham, 14, Regent st. Purchase, Regent st, solors to liquidator

Congregational Fire Insurance Co, Limited.—Creditors are required, on or before Aug 13, to send their names and addresses, and the particulars of their debts or claims, to Samuel Robert Antliff, 4, Blenheim mt, Bradford. Wrigley & Co, Oldham, solors to the liquidator

The East African Brewery Co, Limited (In Liquidation)—Creditors are required forthwith to send their names and addresses, and the particulars of their debts or claims, to J. Maitland Wilson and F. B. Brook, Effingham House, Arundel st, Strand, liquidators

Haste Pump Co, Limited—Creditors are required, on or before July 31, to send in their names and addresses, and the particulars of their debts or claims, to Horace Bower Clark, Crown bldgs, Crown ct, 62, Old Broad st, liquidator

North Witwatersrand Gold Mines, Limited—Creditors are required, on or before Aug 15, to send their names and addresses, and particulars of their debts or claims, to Charles Frederic Cape, 12, Coleman st, liquidator

Ore Yenissey and Lenzey Syndicate, Limited.—Creditors are required, on or before Aug 10, to send their names and addresses to Geo. S. Burton, 4, London Wall-buildings, liquidator

Theta Syndicate, Limited—Petn for winding up, presented June 23, directed to be heard on July 7 Isadore Goldman, 9, Southampton st, Bloomsbury sq, solor for petner Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of July 6

Times System Automobile Co, Limited—Creditors are required, on or before July 30, to send their names and addresses, and the particulars of their debts or claims, to Abraham Roselaar, 1a, Frederick's pl, Old Jewry. White, Holborn viaduct, solor for the liquidator

Waltham Brothers, Limited (In Liquidation)—Creditors are required, on or before July 31, to send their names and addresses, and the particulars of their debts or claims, to Edward Waltham, care of Payne & Co, New sq, Lincoln's inn, solors to the liquidator

Unlimited in Chancery.

Aldershot Victoria Permanent Building Society—Creditors are required, on or before Aug 3, to send their names and addresses, and particulars of their debts or claims, to Foster & Wells, Aldershot

Creditors' Notices.

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, June 26.

ALBINSON, JOSEPH, Macclesfield July 31 Barclay & Co, Macclesfield
ALLERTON, ELIZABETH, Doncaster July 25 Dawson, Doncaster
BARKER, ELIZABETH, Liverpool July 27 Norris & Sons, Liverpool
BAYLES, JOHN, Cotherstone, Yorks July 26 Watson & Co, Barnard Castle
BERRY, SIMEON, Ashburton, Devon, Woollen Manufacturer August 1 Windeatt & Windeatt, Totnes
BLACKETT, JEREMIAH, Lipson Vale, Plymouth August 1 Ginn & Porter, Plymouth
BLAGDEN, THOMAS, De Vere Gardens, Kensington July 31 Savory & Co, Strand
BOULTER, HENRY, Cross Gates, Radnor July 14 Churchill & Clapham, Llandrindod Wells
BRAKELL, HENRY EDWARD, Liscard, Chester August 12 Masters & Rogers, Liverpool
CAPPER, MARGARET, Cubbington, near Leamington Spa, Warwick July 27 Norris & Sons, Liverpool.
CHIPPERFIELD, ARNOLD, J.P., Brighton August 5 Stuckey & Co., Brighton
COCKSHOTT, HARRIET, Leamington, Warwick August 4 Pemberton & Co, Newcourt, Lincoln's-inn
CORBETT, JULIA, Richmond July 25 Smith & Burrell, Richmond
CUTLACK, JOSEPH, Ely, Cambridge, Ironmonger August 8 Eking & Co, Nottingham
DENMAN, ARTHUR, West Bridgford, Fish Salesman July 29 Goodall & Son, Nottingham
DIXON, HENRY, Blackpool July 9 Butcher, Blackpool
DODD, WILLIAM, Durham August 8 Carpenter, Durham
EAST, JAMES, Oakley Green, Bray, Berks, Licensed Victualler July 20 Weed & Mason, Maidenhead
EASTER, GEORGE, Ashbourne, Derby, Builder July 31 Holland & Rigby, Ashbourne, Derbyshire
EASTWOOD, WILLIAM, Lytham, Lancs. July 25 W & I Cooper, Preston
FOWER, FRANCIS, Arkwright rd, South Hampstead August 14 Chester & Co, Bedford row
FOX, JAMES, Essex ct, Temple, Barrister at Law July 21 Witham & Co, Gray's-inn-square
GOSBY, JOHN, Elham, Kent, Wood Dealer July 23 Kingsford, Arrowsmith & Wightwick, Canterbury
GRISWOLD, ISABELLE STURGIS, Burgh Heath, Surrey August 15 Dalston, Son & Elliman, Southampton st, Bloomsbury
HARRISON, THOMAS HENRY, Matlock, Derby, Chartered Accountant July 31 h M Leman, Nottingham
HUDSON, EVELYNE, Birmingham July 31 Philip Baker & Co, Birmingham
HUGHES, JOHN, Rhyl, Flint August 8 Johnson & Co, Birmingham
ISAACS, ABRAHAM, Crediton rd, Hampstead July 31 Telfer & Co, Queen st
JOHNSON, THOMAS GEORGE, Scarborough July 10 Mossman & Co, Bradford
JOHNSON, THOMAS, Torquay July 31 T C Lindop, Torquay
KLENCKE, CHARLES ALFRED FRANCIS, Warwick rd, Earl's Court July 26 The Public Trustee, Clement's-inn, Strand
LANE, HANNAH, Cleobury Mortimer, Salop August 4 Garrard & Anthony, Worcester
LAYERS, WILLIAM, Torquay August 7 Bristows & Co, Copthall bldgs, E.C.
LEWIS, ROBERT, Rhyl, Flint August 4 Jones, Rhyl
LINDOW, SAMUEL, Bowness on Solway, Cumberland July 24 Nelson, Egremont
MARSLAND, HERBERT, Stockport Aug 8 Earle, Sons & Co, Manchester
MAXIM, EDWARD, Barton Mills, Suffolk, Game Dealer July 13 Kendall & Sons, Newmarket
MOSES, WILLIAM, Stresham Court, Worcester, Farm Bailiff July 31 Mounsey & Co, Carlisle
MOXON, CHARLES, High st, Notting Hill July 24 Sherrard & Sons, Gresham st
NUTHALL, WILLIAM HENRY, Bernard gardens, Wimbledon July 24 Sherrard & Sons, Gresham st
PALMER, PERCY, Oxford Aug 8 Galpin, Oxford
PENNY, BENJAMIN, Worksop, Notts, Painter July 31 J S & C A Whall, Worksop
PETERS, FRANCIS HENRY, Brookwood, Surrey July 24 Goldman Southampton st, Bloomsbury sq
PICKERING, GEORGE, Newcastle upon Tyne, Accountant July 29 Dees & Thompson, Newcastle upon Tyne
POWELL, WILLIAM, Dudley, Marine Store Dealer July 24 Whitehouse & Co, Dudley
PRICE, THOMAS HENRY, West Bromwich Aug 1 Thompson & Warmington, Dudley
RAW, JANE, Woolpots, Easingwold, Yorks Aug 8 Edmundson & Gowland, Masham, RSO, Yorks
RICHARDS, JOHN EVAN, St. Clears, Carmarthen, Merchant July 31 White, Carmarthen
RICHARDSON, GEORGE STRAKER, Torquay July 10 R & C B Jenkins, Swansea
RICHARDSON, WILLIAM GEORGE, South Shields, Lighthouse keeper Aug 1 Newlands & Newlands, South Shields
STEELE, WILLIAM FERGUSON, Nettleton Rectory, nr Chippenham Aug 4 W J & D Awdry, Chippenham, Wilts
TROTTER, ISAIAH, Coleford, Glos July 23 Williams & Tweedy, Monmouth
WHEWELL, LYDIA, Bradford July 31 Rhodes & Hall, Bradford

Bankruptcy Notices.

London Gazette.—FRIDAY, June 26.

RECEIVING ORDERS.

ANDREWS, THOMAS, Halesowen, Worcester, Haberdasher Stourbridge Pet June 22 Ord June 22
CHAPRONIERE, GEORGE AUGUSTUS, Haymarket, Solicitor High Court Pet April 30 Ord June 23
DAVEY, JOHN CHARLES, Cambridge rd, Mile End, Wholesale Confectioner High Court Pet May 7 Ord June 23
DAVIES, DAVID, Erwsiethan Farm, Bryncoch, nr Neath, Glam, Farmer Neath Pet June 23 Ord June 23
EVANS, THOMAS ARTHUR, Sketty, nr Swansea, Electrical Engineer Swansea Pet June 23 Ord June 23
FLORENCE, MARY, Thornton av, Streatham Hill, Nursing Home Proprietress Wandsworth Pet June 24 Ord June 24
HAMSHER, GEORGE FREDERICK, Warwick, Coal Merchant Warwick Pet June 23 Ord June 23
HARRIES, RODERICK, Fishguard, Pembroke, Grocer Pembroke Dock Pet June 23 Ord June 23
JAMES, DAVID JOHN, Merthyr Tydfil, Grocer Merthyr Tydfil Pet June 23 Ord June 23
JAMES, EDWARD, Abergiedd, Ystradgynlais, Brecknock, Colliery Proprietor Neath Pet June 12 Ord June 24
JONES, JOHN, Coedpoeth, nr Wrexham, Denbighshire, Innkeeper Llangollen Pet June 23 Ord June 23
KILEY, LILY, Luton, Rag Merchant Luton Pet June 23 Ord June 23
KINANE, BRIDGET, Swansea, Grocer Swansea Pet June 5 Ord June 24
KNAGGS, WILLIAM WALLES, Cottingham, York, Hairdresser, Kingston upon Hull Pet June 24 Ord June 24
MINDEL, I, Cannon st, Stepney, Boot Manufacturer High Court Pet May 30 Ord June 24
MOOR, JOSEPH, Pocklington, Yorks, Blacksmith York Pet June 22 Ord June 22
MORGAN, JOHN, Deri, Glam, Collier Merthyr Tydfil Pet June 20 Ord June 23
OSBORNE, TRYPHENA, Falmouth, Grocer Truro Pet June 22 Ord June 22
OXLEY, JOHN FINDLAY, Bole, Notts, Farmer Lincoln Pet June 5 Ord June 23
POOLE, PHILIP ELLIS, AND POOLE, FREDERICK LLEWELLYN, Swansea, Steamship Brokers Swansea Pet June 23 Ord June 23
POTTER, JAMES, Kingston upon Hull, Tinsmith Kingston upon Hull Pet June 23 Ord June 23
PRATT, HENRY JAMES and PAYNE, HAROLD GEORGE WILLIAM, Fruiterers Bristol Pet June 23 Ord June 23
RICH, HENRY CHARLES, Chippenham, Wilts, Cattle Salesman Bath Pet June 24 Ord June 24
RICHARDSON, HARRY, Great Grimsby Great Grimsby Pet June 22 Ord June 22
RIDDALL, ARCHIBALD CAMPBELL, Wandle rd, Hackbridge, Builders' Joiner Croydon Pet June 24 Ord June 24
RUMBELOW, FREDERICK GEORGE, Wangford, Suffolk, Stationer Great Yarmouth Pet June 22 Ord June 22
SMITH, EDWARD, Dudley, Worcester, Draper Dudley Pet May 13 Ord June 23
SPARK, FREDERICK HUBERT, Huby, Harewood, Yorks, Printer Leeds Pet June 5 Ord June 22
STAINFORTH, DOUGLAS ANSON, HMS Centurion, Portsmouth, Lieutenant Portsmouth Pet June 24 Ord June 24
STARR, JOSEPH, Kidderminster, Worcester, Coach Builder Kidderminster Pet June 22 Ord June 22
TAYLOR, ERNEST HENRY, Grocer Burnley Pet June 22 Ord June 22
VALENDER, JOSEPH PHILIP, Walsall, Baker Walsall Pet June 20 Ord June 20
VARDER, SAMUEL BROWNE, Gotherington, nr Cheltenham, Auctioneer Cheltenham Pet June 24 Ord June 24
WILLIAMS, RICHARD, Widnes, Lancs, Boot Dealer Liverpool Pet May 26 Ord June 22

Amended notice substituted for that published in the London Gazette of June 5:

JONES, H. HERBERT & Co, Liverpool, Chilian Merchants Liverpool Pet May 21 Ord June 3

Amended notice substituted for that published in the London Gazette of June 23:

WIGLEY, WALTER, Wheaton Aston, Staffs, Wheelwright Wolverhampton Pet June 20 Ord June 20

FIRST MEETINGS.

BOYNTON, JOHN BEARPARK, Cottingham, Yorks, Plumber July 4 at 11.30 Off Rec, York City Bank chmbrs, Lowgate, Hull
BRIERLEY, JOHN THOMAS, Rochdale, Cashier July 7 at 11.15 Townhall, Rochdale
BROOK, ROBERT, Portgate, nr Lifton, Devon, Licensed Victualler July 7 at 11 7, Buckland ter, Plymouth
BURROWS, JOHN AARON EDWARD, Witton, Droitwich, Worcester, Builder July 7 at 12 Off Rec, 11, Copenhagen st, Worcester
CHANNING, LEONARD THOMAS ASHLEIGH, Gt Yarmouth, Musician July 4 at 12.30 Off Rec, 8, King st, Norwich
CHAPRONIERE, GEORGE AUGUSTUS, Haymarket, Solicitor July 6 at 12 Bankruptcy bldgs, Carey st
DAVEY, JOHN CHARLES, Cambridge rd, Mile End, Confectioner July 6 at 11 Bankruptcy bldgs, Carey st
DAVIES, WILLIAM, Deri, Glam, Haulier July 6 at 2 Off Rec, County Court, Townhall, Merthyr Tydfil
DONOVAN, PATRICK THOMAS, Tir Phil, Glam, Collier July 6 at 2.30 Off Rec, County Court, Townhall, Merthyr Tydfil
DUNN, ALEXANDER, Gloucester, Builder July 4 at 12 Off Rec, Station rd, Gloucester
GRANT, RICHARD BEZLEY, and MARIA ELIZA SMITH, Norwich, Fishmongers July 6 at 12.30 Off Rec, 8, King st, Norwich
GILBERT, SOLLY, Liverpool, Butchers' Outfitter July 7 at 11 Off Rec, 35, Victoria st, Liverpool
HAYWARD, JAMES, Bexhill on Sea, Baker July 6 at 12 County Court offices, 24, Cambridge rd, Hastings
JAMES, DAVID JOHN, Merthyr Tydfil, Grocer July 6 at 3.30 Off Rec, County Court, Town Hall, Merthyr Tydfil
JENNINGS, JOHN, Birmingham, Butcher July 7 at 11.30 191, Corporation st, Birmingham
MOOR, JOSEPH, Pocklington, Yorks, Blacksmith July 7 at 3 Off Rec, The Red House, Duncombe pl, York
MORGAN, JOHN, Deri, Glam, Collier July 6 at 3 Off Rec, County Court, Town Hall, Merthyr Tydfil
MOYLE, EDWIN, Burley, Craven Arms, Salop, Wheelwright July 4 at 12.30 2, Offa st, Hereford
PILL, ALBERT ERNEST, Earlestown, Lancs, Painter July 4 at 11 Off Rec, Byrom st, Manchester
POWELL, DAVID, Upper House Farm, Bacton, Hereford, Farmer July 4 at 12 9, Offa st, Hereford
ROGERS, AMELIA, Chesterton Cambridge, Lodging-house Keeper July 6 at 12 Off Rec, 5, Petty Cury, Cambridge
SIMON, JOHN, Kingston upon Hull, General Carrier July 4 at 11 Off Rec, York City Bank chmbrs, Lowgate, Hull
SLADE, FRANCIS EDWARD, Ebley, nr Stroud, Glos, Grocer July 4 at 4 Off Rec, Station rd, Gloucester
SMITH, THOMAS B, Birmingham, Credit Draper July 7 at 12 191, Corporation st, Birmingham
SPARK, FREDERICK HUBERT, Huby, Harewood, Yorks Printer July 6 at 11 Off Rec, 24, Bond st, Leeds
THOMPSON, JOHN, Kendal, Westmoreland, Architect July 4 at 11.15 Off Rec, 16, Cornwallis st, Barrow in Furness
TOMPKINS, RICHARD HENRY, Northampton, Commercial Traveller July 6 at 11.30 Off Rec, Bridge st, Northampton
WILLIAMS, JOHN EDWARD, Liverpool, Cowkeeper July 7 at 12 Off Rec, 35, Victoria st, Liverpool
WOOD, EDMUND, Hillmorton, Warwick, Wheelwright July 6 at 11 Off Rec, 8, High st, Coventry
WOOD, THOMAS, Pailton, Warwick, Butcher July 6 at 3 Off Rec, 1, Berridge st, Leicester

ADJUDICATIONS.

ANDREWS, THOMAS, Halesowen, Worcester, Haberdasher Stourbridge Pet June 22 Ord June 22
ASHWORTH, THOMAS HALSTEAD and THOMAS MORRIS, Morecambe, Automatic Machine Makers Preston Pet June 19 Ord June 22
BAKER, REGINALD HENRY THURLOW, Quality ct, Chancery ln, Solicitor High Court Pet July 1 Ord June 23
BANBURY, JOHN, Stratton, Cornwall, Ironmonger Barnstaple Pet May 20 Ord June 23
BRIERLEY, JOHN THOMAS, Rochdale, Cashier Rochdale Pet May 25 Ord June 24
CHANNING, LEONARD THOMAS ASHLEIGH, Gt Yarmouth, Musician Gt Yarmouth Pet June 19 Ord June 23
CLARKE, FREDERICK HENRY, Union ct, Old Broad st, South African Merchant High Court Pet April 1 Ord June 22
DAVIES, DAVID, Bryncoch, nr Neath, Farmer Neath and Aberavon Pet June 23 Ord June 23
DICKS, CLARENCE, Radcliffe gdns, South Kensington High Court Pet May 7 Ord June 20
EVANS, THOMAS ARTHUR, Swansea, Electrical Engineer Swansea Pet June 23 Ord June 23
FAULKNER, HARRY SUMNER, Warminster, Wilts, Fancy Bazaar Proprietor Frome Pet June 16 Ord June 20
FREEMAN, WILLIAM JOHN, King's Lynn, Norfolk, Auctioneer King's Lynn Ord June 23
GROSMANN, OSCAR WILHELM BERNHARD, Piccadilly, General Agent High Court Pet May 26 Ord June 23
HAMSHER, GEORGE FREDERICK, Warwick, Coal Merchant Warwick Pet June 23 Ord June 23
JAMES, DAVID JOHN, Merthyr Tydfil, Grocer Merthyr Tydfil Pet June 23 Ord June 23
JENNINGS, JOHN, Birmingham, Butcher Birmingham Pet May 15 Ord June 23
JONES, PERCY LORD, and EDGAR MAKIN ASHCROFT, Liverpool, Chilian Merchants Liverpool Pet May 21 Ord June 24
KILEY, LILY, Luton, Rag Merchant Luton Pet June 23 Ord June 23
KNAGGS, WILLIAM WALLES, Cottingham, Yorks, Hairdresser Kingston upon Hull Pet June 24 Ord June 24
MACNAMARA, THOMAS, Woolwich, Skilled Labourer Greenwich Pet May 22 Ord June 23

MOOR, JOSEPH, Pocklington, Yorks, Blacksmith York Pet June 22 Ord June 23
MORGAN, JOHN, Deri, Glam, Collier Merthyr Tydfil Pet June 22 Ord June 22
MORRIS, J, Richmond, Builder Wandsworth Pet May 27 Ord June 22
OSBORNE, TRYPHENA, Falmouth, Grocer Truro Pet June 22 Ord June 22
OXLEY, JOHN FINDLAY, Bole, Notts, Farmer Lincoln Pet June 5 Ord June 22
POOLE, PHILIP ELLIS, and FREDERICK LLEWELLYN POOLE, Swansea, Steamship Brokers Swansea Pet June 23 Ord June 23
POTTER, JAMES, Kingston upon Hull, Tinsmith Kingston upon Hull Pet June 23 Ord June 23
POWELL, JOHN, Whitstable, Kent Canterbury Pet May 8 Ord June 23
PRATT, HENRY JAMES, and HAROLD GEORGE WILLIAM PAYNE, Bristol, Fruiterers Bristol Pet June 23 Ord June 23
RICH, HENRY CHARLES, Chippenham, Wilts, Cattle Salesman Bath Pet June 24 Ord June 24
RICHARDSON, HARRY, Gt Grimsby Gt Grimsby Pet June 22 Ord June 22
RIDDALL, ARCHIBALD CAMPBELL, Hackbridge, Builder's Joiner Croydon Pet June 24 Ord June 24
ROTHWELL, ALBERT, Helsby, Chester Milk Dealer Warrington Pet May 22 Ord June 22
RUMBELOW, FREDERICK GEORGE, Wangford, Suffolk, Stationer Gt Yarmouth Pet June 22 Ord June 22
RUTLEY, MOSES, Victoria gdns, Notting Hill Gate High Court Pet May 27 Ord June 20
SHARRATT, WILLIAM, Quinton, Worcester, Fruiterer Birmingham Pet May 26 Ord June 24
SPARK, FREDERICK HUBERT, Huby, Harewood, Yorks, Printer Leeds Pet June 5 Ord June 24
STARR, JOSEPH, Kidderminster, Coach Builder Kidderminster Pet June 22 Ord June 23
TAYLOR, ERNEST HENRY, Nelson, Lancs, Grocer Burnley Pet June 23 Ord June 22
TURNER, SARAH, Osnaburgh st, Euston rd, Carman High Court Pet June 4 Ord June 22
VALENDER, JOSEPH PHILIP, Walsall, Baker Walsall Pet June 20 Ord June 20
VARDEN, SAMUEL BROWNE, Gotherington, nr Cheltenham Auctioneer Cheltenham Pet June 24 Ord June 24
WILLIAMS, RICHARD, Widnes, Lancs, Boot Dealer Liverpool Pet May 26 Ord June 24
WOODS, LUKE HENRY, Ludgate Hill, Proprietor of Trade Journals High Court Pet April 27 Ord June 23
YATES, HENRY, Oswaldtwistle, Lancs, Plumber Blackburn Pet May 27 Ord June 24

Amended Notice substituted for that published in the London Gazette of June 23:

WIGLEY, WALTER, Wheaton Aston, Stafford, Wheelwright Wolverhampton Pet June 20 Ord June 20

ADJUDICATION ANNULLED.

RICHARDS, CHARLES, Hucknall Torkard, Notts, Builder, Nottingham Adjud July 10, 1907 Annul July 19

London Gazette.—TUESDAY, June 30.

RECEIVING ORDERS.

ALMOND, HENRY, Bolton, Butcher Bolton Pet June 26 Ord June 26
ARNETT, PETER, Ramsgate, Fish Dealer Canterbury Pet June 27 Ord June 27
ASHCROFT, THOMAS, St Helens, Lancs, Grocer Liverpool Pet June 25 Ord June 25
BRANDT, ALBERT AUGUST, Small Heath, Birmingham, Dealer in Mathematical Instruments Birmingham Pet June 24 Ord June 24
COUZENS, WILLIAM HUNTER, Ossett, Yorks King's Lynn Pet June 24 Ord June 24
CRABTREE, J & W, Birchinlee Mill, Colne, Lancs Burnley Pet May 14 Ord June 26
DAVIS, W H, Defoe rd, Tooting, Boot Dealer Wandsworth Pet June 6 Ord June 25
FOULDS, MITCHELL, Halifax, Salt Dealer Halifax Pet June 26 Ord June 26
FULLER, JAMES, Braintree, Essex, Boot Manufacturer Chelmsford Pet June 24 Ord June 24
GATES, THOMAS ERNEST, Burgess hill, Sussex, Butcher Brighton Pet June 25 Ord June 25
GREASLEY, EDWIN, and GEORGE HICKMAN, Nottingham Lace Manufacturers Nottingham Pet June 27 Ord June 27
HARRISON, HENRY, Garnston, Weobley, Hereford, Coachman Leominster Pet June 25 Ord June 25
JENKINS, ALBERT EDWARD, Bristol, Trunk Manufacturer Bristol Pet June 27 Ord June 27
JONES, HENRY, Birmingham, L'censed Victualler Birmingham Pet June 25 Ord June 25
JONES, HUGH, Llysgwerfyl, Dyffryn, Merionethshire, Carpenter Aberystwyth Pet June 15 Ord June 25
KIRBY, FRED, Devonshire ter, Regent's Park High Court Pet Apr 1 Ord June 24
MCMINN, S, & Co, Walthamstow High Court Pet May 30 Ord June 27
MASSINGHAM, ARTHUR ROBERT, Norwich, Butcher Norwich Pet June 27 Ord June 27
RUTTER, THOMAS, Chipnal, Cheswardine, Salop, Farmer Crewe Pet June 12 Ord June 26
SAMUELSON, CHARLES E, Hart st, Mark la, Tobacco Merchant High Court Pet June 2 Ord June 25
SMITH, CHARLES FREDERICK, Arundel st, Strand, Solicitor High Court Pet April 6 Ord June 25
SMITH, JAMES, and JOSEPH THOMAS SMITH, Ocker hill, Tipton, Scrap Iron Dealers Dudley Pet June 26 Ord June 26
SOUTHON, SAMUEL JAMES, Southampton, House Furnisher Southampton Pet June 25 Ord June 25
STARK, MATHEW MARK, Sowton, Devonshire, Innkeeper Exeter Pet June 12 Ord June 12
TRIPP, SIDNEY MARMADUKE, Chalfont St Giles, Bucks, Coal Merchant Aylesbury Pet June 26 Ord June 26
WHEELER, HENRY WILLIAM, Llandudno, Jobmaster's Manager Bangor Pet June 26 Ord June 26
WHITELAW, THOMAS HAROLD, Farnworth, nr Bolton, Confectioner Bolton Pet June 25 Ord June 25
WILSON, THOMAS ARTHUR, Sale, Chester, Manufacturer's Agent Manchester Pet June 17 Ord June 26
YOUNGS, ARTHUR WILLIAM, Harleston, Norfolk, Baker Ipswich Pet June 24 Ord June 24

Amended Notice substituted for that published in the London Gazette of June 23:

CLEGG, DAVID, York, Clerk Birkenhead Pet May 20 Ord June 18

FIRST MEETINGS.

ASH, GEORGE GRANVILLE, Alveston, Derby, Builder July 8 at 11 Off Rec, 47, Full-st, Derby
ASPINALL, RICHARD, Farnworth Lancs, Wholesale Confectioner July 9 at 3 19, Exchange st, Bolton
ASHWORTH, THOMAS HALSTEAD and THOMAS MORRIS, Morecambe, Automatic Machine Makers July 8 at 11.15 Off Rec, 13, Winckley st, Preston
BORRILL, GEORGE, Old Leake, Lincs, Miller July 8 at 2.45 Off Rec, 4 and 6, West st, Boston
COUZENS, JOHN STATHER, Sherwood, Nottingham, Chemist's Manager July 8 at 11 Off Rec, 4, Castle pl, Park st, Nottingham
EVANS, THOMAS ARTHUR, Swansea, Electrical Engineer July 9 at 11 Off Rec, 31, Alexandra rd, Swansea
FOULDS, MITCHELL, Halifax, Salt Dealer July 10 at 10.45 County Court House, Prescott st, Halifax
FREEMAN, WILLIAM JOHN, King's Lynn, Norfolk, Auctioneer July 16 at 10.15 Court House, King's Lynn
FULLER, JAMES, Braintree, Essex, Boot Manufacturer July 8 at 3 Room 53, Bankruptcy bldgs, Carey st
GATES, THOMAS ERNEST, Burgess hill, Sussex, Butcher July 9 at 10.30 Off Rec, Pavilion bldgs, Brighton
HARRIES, RODERICK, Fishguard, Pembroke, Grocer July 10 at 1 Temperance Hall, Pembroke Dock
HYDE, JOHN, and RICHARD HYDE, Stockport, Corn Merchants July 9 at 11 Off Rec, Castle chmbrs, 6, Vernon st, Stockport
JEFFERY, GEORGE THOMAS, Mansfield, Notts, Plumber July 8 at 12 Off Rec, 4, Castle place, Park st, Nottingham
KILBY, LILY, Luton, Beds, Rag Merchant July 9 at 12.15 Off Rec, Bridge-st, Northampton
KIRBY, FRED, Devonshire ter, Regent's pk July 8 at 11 Bankruptcy bldgs, Carey st
KNAGGS, WILLIAM WALLER, Cottingham, Yorks, Hairdresser July 8 at 11 Off Rec, York City Bankchmbrs, Lowgate, Hull
LEWIS, WALTER GEORGE, Bath, Photographer July 8 at 11.30 Off Rec in Bankruptcy, 26, Baldwin st, Bristol
MARPLES, CHARLES WILLIAM, Sheffield, Butcher July 9 at 11.30 Off Rec, Figtree la, Sheffield
MENDEL, L, Casson st, Stepney, Boot Manufacturer July 8 at 12 Bankruptcy bldgs, Carey st
OSBORNE, TRYPHENA, Falmouth, Grocer July 9 at 12 Off Rec, Boscawen st, Truro
POOLE, PHILIP ELLIS, and FREDERICK LLEWELLYN POOLE, Swansea, Steamship Brokers July 10 at 11 Off Rec, 31, Alexandra rd, Swansea
POPE, ALFRED, Cwm, Mon, Collier, July 8 at 11 Off Rec, 144, Commercial st, Newport, Mon
POTTER, JAMES, Kingston-upon-Hull, Tinsmith July 8 at 11.30 Off Rec, York City Bank chmbrs, Lowgate, Hull
PRATT, HENRY JAMES, and HAROLD GEORGE WILLIAM PAYNE, Bristol, Fruiterers July 8 at 11.45 Off Rec, 26, Baldwin st, Bristol
RICH, HENRY CHARLES, Chippenham, Wilts, Cattle Salesman July 8 at 12 Off Rec, 26, Baldwin st, Bristol
RICHARDSON, HARRY, Gt Grimsby July 8 at 11 Off Rec, St Mary's chmbrs, Gt Grimsby
ROTHWELL, ALBERT, Helsby, Cheshire, Milk Dealer July 8 at 2.30 Off Rec, Byrom st, Manchester
RUMBELOW, FREDERICK GEORGE, Wangford, Suffolk, Stationer July 8 at 12.30 Off Rec, 8, King st, Norwich
SAMUELSON, CHARLES E, Hart st, Mark la, Tobacco Merchant July 9 at 11 Bankruptcy bldgs, Carey st
SMITH, CHARLES FREDERICK, Arundel st, Strand, Solicitor July 9 at 12 Bankruptcy bldgs, Carey st
SOUTHON, SAMUEL JAMES, Southampton, House Furnisher July 9 at 11 Bankruptcy bldgs, Carey st
STANDEN, LEONARD, Padiham, Lancs, China Dealer July 8 at 11 Off Rec, 13, Winckley st, Preston
STARK, MATTHEW MARK, Sowton, Devonshire, Innkeeper July 16 at 10.30 Off Rec, 9, Bedford circus, Exeter
TAYLOR, ERNEST HENRY, Nelson, Lancs, Grocer July 8 at 11.30 Off Rec, 13, Winckley st, Preston
VALENDER, JOSEPH PHILIP, Walsall, Baker July 9 at 11.30 Off Rec, Wolverhampton
WATSON, GEORGE, Wainfleet Bank, Wainfleet All Saints, Lincs, Farmer July 8 at 2.15 Off Rec, 4 and 6, West st, Boston
WIGLEY, WALTER, Wheaton Aston, Wheelwright July 9 at 12 Off Rec, Wolverhampton
WRIGHT, JONATHAN OLDHAM HAYES, Leigh, Lancs, Bricklayer July 8 at 3 19, Exchange st, Bolton
YOUNGS, ARTHUR WILLIAM, Harleston, Norfolk, Baker July 8 at 2.15 Off Rec, 36, Princes st, Ipswich

ADJUDICATIONS.

ALMOND, HENRY, Bolton, Butcher Bolton Pet June 26 Ord June 26
ARNETT, PETER, Ramsgate, Fish Dealer Canterbury Pet June 7 Ord June 27
ASHCROFT, THOMAS, St Helens, Lancs, Grocer Liverpool Pet June 25 Ord June 25
BRANDT, ALBERT AUGUST, Small Heath, Birmingham, Dealer in Mathematical Instruments Birmingham Pet June 24 Ord June 26
CLEGG, DAVID, York, Clerk Birkenhead Pet May 20 Ord June 25
FLETCHER, ARTHUR CHESSHYRE, Bassett rd, North Kensington High Court Pet May 29 Ord June 24
FOULDS, MITCHELL, Halifax, Salt Dealer Halifax Pet June 26 Ord June 26
GATES, THOMAS ERNEST, Burgess hl, Sussex, Butcher Brighton Pet June 25 Ord June 25
GREASLEY, EDWIN, and GEORGE HICKMAN, Nottingham, Lace Manufacturers Nottingham Pet June 27 Ord June 27
GREATOREX, JOSEPH EDWARD ALFRED, Adam st, Adelphi High Court Pet May 28 Ord June 27
HALES, WILLIAM HENRY, New Kent rd High Court Pet May 7 Ord June 25
HARRISON, HENRY, Garnston, Weobley, Hereford, Coachman Leominster Pet June 25 Ord June 25
JAMES, EDWARD, Abergiedd, Ystradgynlais, Brecknock, Colliery Proprietor Aberavon Pet June 12 Ord June 27
JENKINS, ALBERT EDWARD, Bristol, Trunk Manufacturer Bristol Pet June 27 Ord June 27
JONES, HENRY, Dale End, Birmingham, Licensed Victualler Birmingham Pet June 25 Ord June 26
MASSINGHAM, ARTHUR ROBERT, Norwich, Butcher Norwich Pet June 27 Ord June 27

MINTER, ARTHUR WILLIAM, Sturry, Kent Canterbury Pet May 30 Ord June 27
MORRIS, HYMAN, and REUBEN MORRIS, St. John's rd, Hoxton, Boot Dealers High Court Pet May 29 Ord June 25
PEPPIATT, CHARLES LUCAS, Barlow rd, Acton High Court Pet May 4 Ord June 27
SMITH, JAMES and JOSEPH THOMAS SMITH, Ocker hill, Tipton, Scrap Iron Dealers Dudley Pet June 26 Ord June 26
SOUTHON, SAMUEL JAMES, Southampton, House Furnisher Southampton Pet June 25 Ord June 25
TRIPP, SIDNEY MARMADUKE, Chalfont Saint Giles, Bucks, Coal Merchant Aylesbury Pet June 26 Ord June 26
WALKER, DAVID, Aber, Carnarvon, Hotel Proprietor Bangor Pet May 29 Ord June 25
WATSON, GEORGE, Wainfleet Bank, Wainfleet All Saints, Lincs, Farmer Boston Pet May 30 Ord June 25
WHEELER, HENRY WILLIAM, Llandudno, Job Master's Manager Bangor Pet June 26 Ord June 26
WHITELAW, THOMAS HAROLD, Farnworth, nr Bolton, Confectioner Bolton Pet June 25 Ord June 25

SELDEN SOCIETY.

FOUNDED 1887.

To encourage the study and advance the knowledge of the History of English Law.

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NOTE.—Publications already issued (price 26s. each to Non-Members): (I.) Select Pleas of the Crown. (II.) Select Manorial Pleas. (III.) Select Civil Pleas. (IV.) The Court Baron. (V.) Leet Jurisdiction in Norwich. (VI.) Select Admiralty Pleas (Vol. 1). (VII.) The Mirror of Justices. (VIII.) Bracton and Azo. (IX.) The Coroners' Rolls. (X.) Select Cases in Chancery. (XI.) Select Admiralty Pleas (Vol. 2). (XII.) The Court of Requests. (XIII.) Select Pleas of the Forests. (XIV.) Beverley Town Documents. (XV.) The Exchequer of the Jews. (XVI.) The Star Chamber. (XVII.) Year Books 1 & 2 Ed. 2. (XVIII.) Borough Customs (Vol. 1). (XIX.) Year Books (Vol. 2) 2 & 3 Ed. 2. (XX.) Year Books (Vol. 3) 3 Ed. 2. (XXI.) Borough Customs (Vol. 2). (XXII.) Year Book Series (Vol. 3).

The Subscription List opened on Wednesday, the 1st day of July, and closes on or before Monday, the 6th day of July, 1908, for Town and Country.

This Prospectus has been filed with the Registrar of Joint Stock Companies.

THE LAW GUARANTEE TRUST & ACCIDENT SOCIETY, LTD.

Incorporated under the Companies Acts, 1862 to 1883.

SHARE CAPITAL AUTHORISED - - £2,500,000

DIVIDED INTO

200,000 Ordinary Shares of £10 each	£2,000,000
500,000 5 per cent. cumulative Preference Shares of £1 each	500,000
Total	£2,500,000

SHARE CAPITAL ISSUED.

200,000 Ordinary Shares of £10 each	£2,000,000
250,000 Preference Shares of £1 each	250,000
Total	£2,250,000

SHARE CAPITAL PAID UP.

200,000 Ordinary Shares, on which £1 each Share has been paid...	£200,000
250,000 Fully Paid 5 per cent. Preference Shares of £1 each	250,000
Total	£450,000

GENERAL RESERVE (including Reserve for unexpired risks), **£210,000.**

ISSUE OF £500,000 4½ % FIRST MORTGAGE DEBENTURE STOCK.

The interest will be payable half-yearly on the 1st day of January, and 1st day of July, the first payment to be made on the 1st of January, 1909, and calculated on the instalments as from the due dates.

The Stock is offered at par, and will be payable as follows:—

On Application	£5	per cent.
On Allotment	£25	,,
On 15th October, 1908	£30	,,
On 15th January, 1909	£40	,,
	£100	

Payment in full may be made on Allotment, or on 15th October, 1908, and interest will accrue at the rate of 4½ per cent. per annum from the dates of payment. The Stock will be transferable in multiples of £1.

The Society reserves power to redeem the Stock, or any part of it, at any time before the 31st December, 1913, at £105 per £100, and after that date at £102 10s. per £100, on giving six calendar months' notice in writing. In the event of a voluntary winding up for the purposes of reconstruction or amalgamation the Stock will be paid off at £102 10s. per £100. Stock not previously redeemed will be paid off at par on the 31st December, 1959, or when the security becomes enforceable.

The Stock will be secured by a specific charge on £300,000 of the Uncalled Capital of the Society, and a floating charge on the whole undertaking and assets of the Society, except the £1,000,000 of Reserved Share Capital, which can only be called up in the event of a winding up.

TRUSTEES FOR DEBENTURE STOCKHOLDERS.

THE LAW DEBENTURE CORPORATION, LIMITED.

DIRECTORS.

EDWARD FRANCIS TURNER, Esq. (Messrs. E. F. Turner & Sons), *Chairman.*
Sir JOHN EDWARD GRAY HILL (Messrs. Hill, Dickinson, Hill, Roberts, Magee, & Furniss), *Vice-Chairman.*
EBENEZER JOHN BRISTOW, Esq. (Messrs. Bristows, Cooke, & Carpmael).
SAMUEL GARRETT, Esq. (Messrs. Parker, Garrett, Holman, & Howden).
ROBERT LEWIN HUNTER, Esq. (Messrs. Hunter & Haynes).
WILLIAM MAPLES, Esq. (Messrs. Maples, Teesdale, & Co.).
RONALD PEAKE, Esq. (Messrs. Peake, Bird, Collins, & Co.).
FRANCIS ROBERT MIDDLETON PHILLIPS, Esq. (Messrs. Gush, Phillips, Walters, & Williams).
THOMAS RAWLE, Esq. (Messrs. Rawle, Johnstone, & Co.).
ERNEST ROBERT STILL, Esq. (Messrs. Trower, Still, Preeling, & Parkin).

BANKERS.

Messrs. CHILD & CO., 1, Fleet Street, E.C.
THE UNION OF LONDON & SMITHS BANK, LTD., Chancery Lane, London, W.C.

SOLICITORS FOR THE SOCIETY.

Messrs. GRIBBLE, ODDIE, SINCLAIR, & JOHNSON, 38, Bedford Row, London, W.C.

SOLICITORS FOR THE TRUSTEES.

Messrs. BIRCHAM & CO., 50, Old Broad Street, E.C.

AUDITORS.

Messrs. DELOITTE, PLENDER, GRIFFITHS, & CO., 5, London Wall Buildings, London, E.C.

GENERAL MANAGER AND SECRETARY.

THOMAS ROBERT RONALD.

REGISTERED OFFICE.

49, CHANCERY LANE, LONDON, W.C.

PROSPECTUS.

The Society was formed in 1888. It undertakes Fidelity Guarantees, Receivers' and Bankruptcy Trustees' Bonds, Bonds for Administrators, Mortgage Insurance, Debenture Insurance, License Insurance, Contingency Insurance, and Accident Insurance. It also acts as Executor and Trustee under Wills or Settlements and as Trustee for Debenture Holders. The business is one of great magnitude, and the present issue is made to strengthen the Society's Capital resources and to ensure the realisation to the best advantage of Mortgage and Debenture Securities guaranteed by the Society which, when taken over, it may be expedient to retain for longer or shorter periods, according to the prevailing conditions of the market.

The Security for the Debenture Stock is as follows:—

A Specific Charge in favour of the Trustees on the Uncalled Capital to the extent of £3 per Share on the 200,000 Ordinary Shares, amounting to	£600,000	0 0
A floating charge on the undertaking and assets of the Society (except the Reserve Share Capital), which assets, according to the audited Balance Sheet, stood in the books on the 31st December, 1907, at £945,214 1 0		
Less Mortgages on properties 16,000 0 0	929,214	1 0
Total	£1,529,214	1 0

To which must be added the proceeds of the present issue.

During each of the past seven years a dividend of 10 per cent. has been paid on the Ordinary Shares. Comprised in the above-mentioned assets are (*a*) the General Reserve Fund (including Reserve for unexpired risks) of £210,000, and (*b*) Reserve for claims in suspense £50,000.

The remaining Uncalled Capital of £3 per Share on the 200,000 Ordinary Shares of £1,000,000 can only be called up in the event of a winding-up, and the Society's Policyholders, Bondholders and General Creditors will be entitled to look to this as well as to the surplus of the general assets above referred to.

Application will in due course be made to the Stock Exchange for a quotation of the Debenture Stock now offered.

Favourable consideration in allotment will be given to Shareholders of the Society.

£250,000 of the Debenture Stock now offered has been underwritten by the Law Debenture Corporation, Limited, for a commission of 2½ per cent. payable by the Society.

Copies of the Trust Deed, constituting the Stock and of the Society's Memorandum and Articles of Association, and of the contract for underwriting dated the 26th day of June, 1908, and made between the Society and the Law Debenture Corporation, Limited, can be seen at the Office of the Society's Solicitors, No. 38, Bedford Row, W.C., and of the Trustee's Solicitors, No. 50, Old Broad Street, E.C., at any time between the hours of 10 and 4 o'clock, before the Subscription List is closed.

Application should be made on the Form accompanying the Prospectus, and sent to the Society's Bankers, Messrs. Child & Co., 1, Fleet Street, E.C., or the Union of London and Smiths Bank, Limited, Princes Street, E.C., or any of its Branches, together with a cheque for the deposit. Where no allotment is made the deposit will be returned in full, and in case a less amount of Stock is allotted than that applied for, the excess of the deposit will be applied in or towards part payment of the amount due on allotment, and the balance (if any) will be applied towards the remaining payments.

Non-payment of any instalment upon the due dates will render the amount previously paid liable to forfeiture.

Every Member of the Society has one vote for every Share held by him, but the holders of the Preference Shares created in 1907 are only entitled to attend and vote, whether in person or by proxy, at any General Meeting to which a Resolution affecting the rights and privileges of the holders of such Preference Shares is to be submitted.

Certificates for the Stock will be issued as soon as possible after the date for payment of the final instalment.

A brokerage at the rate of 5s. per cent. will be paid by the Society on allotments made in respect of applications bearing a Broker's stamp.

Prospectuses and Forms of Application can be obtained at the Registered Office, or at any of the Branch Offices of the Society, or from the Bankers, or Solicitors.

Dated 30th June, 1908.